



General Terms and Conditions for Distance Agreements

Stichting Nederlandse Wetenschappelijk Onderzoek Instituten
(Netherlands Foundation of Scientific Research Institutes,
hereinafter referred to as “NWO-I”)

Article 1. Definitions

1. Consumer: the natural person not acting in the exercise of a profession or business, with whom a Distance Agreement with regard to participation in a Seminar or delivery of a product has been concluded.
2. Distance communication technology: a means that – without the simultaneous personal presence of the Parties – can be used for concluding a Distance Agreement, such as the internet, telephone, fax and post.
3. Participant: the natural person who in fact participates in a Seminar.
4. Other Party: a Consumer or a Professional.
5. Distance Agreement: the Agreement concluded by means of the system organized by NWO-I for distance selling, whereby up to and including the conclusion of the Agreement use is made of only one or more Distance Communication Technologies. The purpose of the Agreement is participation in a Seminar and/or delivery of a product.
6. The Parties: the Parties involved in the Distance Agreement, being NWO-I and the other Party.
7. Professional: the natural person or legal entity acting in the exercise of a profession or business, with whom a Distance Agreement has been concluded with regard to (i) participation in a Seminar for himself/herself/ itself or one or more Participants or (ii) delivery of a product.
8. Seminar: a seminar, congress, course, education, training, workshop, practical training or any other meeting organized by NWO-I with the aim of conveying and/or increasing knowledge and/or skills.
9. NWO-I: Netherlands Foundation of Scientific Research Institutes [hereinafter referred to as "NWO-I"].
10. General Terms and Conditions: these General Terms and Conditions.
11. Website: the website published under the responsibility of NWO-I.

Article 2. Applicability

1. The provisions of these General Terms and Conditions apply to all Distance Agreements for participation in Seminars or delivery of products.
2. Amendments or additions to these General Terms and Conditions shall be explicitly confirmed in writing by NWO-I.
3. Registration in the manner as stated in article 3, paragraph 1 or placing an order in the manner as stated in article 4, paragraph 1, implies acceptance of the applicability of these General Terms and Conditions.
4. These General Terms and Conditions are available in Dutch and in English. In case of inherent inconsistency or differences in interpretation between the Dutch and the English General Terms and Conditions, the Dutch General Terms and Conditions shall prevail.
5. In these Terms and Conditions, the term 'in writing' is taken to mean by email or by post.

Article 3. Registration for Seminars

1. Registration for participation in a Seminar of NWO-I takes place by application by completing the application form on the Website. A registration will only be processed once payment has been received by NWO-I.
2. Places will be allocated in order of registration. When there are more applications for a Seminar than there are places available, a waiting list will be created.
3. After placement, NWO-I will confirm a registration - made in the manner stated in the first paragraph of this article – in writing. By sending this confirmation, the Distance Agreement will be concluded with regard to participation in the relevant Seminar.
4. The confirmation as referred to in the previous paragraph represents the content of the Distance Agreement, subject to proof to the contrary.

Article 4. Ordering products

1. An order for products is placed via the order form on the Website. An order will only be processed once payment has been received by NWO-I.
2. Upon receipt of the order form, NWO-I will confirm an order - made in the manner stated in the first paragraph of this article – in writing. By sending this confirmation, the Distance Agreement will be concluded with regard to delivery of the product.
3. The confirmation as referred to in the previous paragraph represents the content of the Distance Agreement, subject to proof to the contrary.

Article 5. Prices

1. The prices at the time of registration or order stated on the Website apply to registering for a Seminar and/or ordering a product in the manner stated in article 3, paragraph 1 and article 4, paragraph 1.
2. All prices quoted on the Website are inclusive of VAT.

Article 6. Payment

1. Payment shall be made via the payment facility on the Website of NWO-I when registering or placing an order as described in article 3, paragraph 1 and article 4, paragraph 1 of these General Terms and Conditions.
2. In the event that a Distance Agreement cannot be concluded because (1) there is no place for a Participant on the Seminar for which the Participant registered himself/herself or for which the Participant was registered by a Professional or (ii) because delivery of the product ordered or a replacement product of the same price and quality proves to be impossible, NWO-I will refund the other Party as soon as possible. If the other Party is a Consumer, repayment will be made no later than within 30 working days.
3. NWO-I will take appropriate technical and organizational measures to secure the electronic transfer of data of personal information and in particular payments.

Article 7. Execution of the Distance Agreement

1. NWO-I guarantees that the Seminars and the products comply with the specifications as stated on the Website at the time of registration or order.
2. Without prejudice to the provisions of paragraph 1, NWO-I reserves the right to deviate from the order of the Seminar programme as indicated by NWO-I.
3. NWO-I also reserves the right (i) – in case delivery of a product ordered is impossible – to deliver a

replacement product of the same price and quality and (ii) to deviate from the content of the Seminar programme as indicated by NWO-I. The other Party will be informed of this immediately. If the other Party nonetheless does not want the replacement product or participation in the Seminar, NWO-I will refund the amount paid by the other Party for the product or the Seminar, as soon as possible. If the other Party is a Consumer, repayment will be made within 30 working days and – by derogation from article 8, paragraph 1 of these General Terms and Conditions – the costs for returning the replacement product will be for the account of NWO-I.

4. Furthermore, NWO-I reserves the right to cancel a Seminar up to 3 working days before the start of the relevant Seminar. The other Party will be informed of this immediately. NWO-I will refund the amount paid by the other Party for the Seminar, as soon as possible. If the other Party is a Consumer, repayment will be made no later than within 30 working days. If possible, NWO-I will offer the other Party an alternative. If the other Party accepts an alternative, the costs paid for the Seminar will not be refunded.
5. The place of delivery of a product ordered is deemed to be the address as indicated by the other Party on the order form.
6. The costs of delivery of a product ordered are for the account of NWO-I.
7. NWO-I reserves the right to deviate from this. If NWO-I deviates from this in respect of a Consumer, NWO-I will charge the Consumer the costs of delivery of a product ordered, as part of the purchase price and NWO-
8. I will publish this on the Website in good time before the Distance Agreement is concluded, in accordance with article 9, paragraph 1 of these General Terms and Conditions.
9. Provided that there are no specific admission requirements for the Seminar for which a Participant has registered or for which a Participant was registered by a Professional, a replacement participant can take the place of this Participant at the start of the Seminar. This shall be announced in writing. There are no extra costs due for this replacement.
10. NWO-I reserves the right to exclude from participation in the Seminar Participants who by their conduct or otherwise impede or hinder the progress of a Seminar, also in the interest of the other Participants. Such an exclusion does not affect the obligation to pay the price for participation in the Seminar.

Article 8. Termination

1. The other Party has the right, within 14 calendar days of receipt of the product or the conclusion of the Distance Agreement for participation in a Seminar as referred to in article 3, paragraph 3 of these General Terms and Conditions, to terminate the Distance Agreement without stating reasons. Termination does not entail any costs for the other Party, with the exception of the costs for returning the product.
2. In the event of termination of a Distance Agreement for delivery of a product, the other Party shall return the product in the condition in which the other Party received the product. If the other Party imputably fails to do so, it will be liable for damages notwithstanding paragraph 1 of this article.
3. Termination is only possible in writing. NWO-I will consider the date of receipt to be the termination date.
4. In case of termination as referred to in the first paragraph of this article, repayment will be made by NWO-I to the other Party as soon as possible. If the other Party is a Consumer, repayment will be made no later than within 14 calendar days.
5. NWO-I reserves the right in respect of Professionals to deviate from the period as referred to in paragraph 1 of this article and to charge a part of the price or the full price.
6. If a Distance Agreement for participation in a Seminar as referred to in article 3, the other Party, NWO, terminates paragraph 3 within 7 working days before the start of the Seminar-I reserves the right to charge the other Party a part of the participation price or the full participation price.

Article 9. Information

1. In good time before the Distance Agreement is concluded, NWO-I will make its (visiting) address, the main characteristics of the product or information about the Seminar (such as information about the programme, any speakers and the location), the price of the product and the price of participation in the Seminar, the costs of delivery of the product, the method of payment and the possibility of termination, available to the other Party. This will be done through the Website of NWO-I.
2. NWO-I will display the content of the Distance Agreement in the written confirmation as referred to in article 3, paragraph 4 and article 4, paragraph 3 of these General Terms and Conditions, including the information as referred to in paragraph 1 of this article and the requirements for use of the right of termination and related costs as referred to in article 8 of these General Terms and Conditions.

Article 10. Intellectual property

1. All intellectual property rights, or claims thereto, including database rights and rights to protection of know-how and confidential business information that are or will be created in connection with or arising from the products and Seminars provided by NWO-I – including presentations, handouts, course material, advice, knowledge, information, working methods, systems, system designs and computer software – are vested in NWO-I or NWO-I's licensors.
2. NWO-I is, remains exclusively entitled to the products ordered, the products and services provided in connection with the Seminars, and to which the rights referred to in paragraph 1 of this article apply.
3. Except with express prior written permission from NWO-I, the other Party and/or Participant is not allowed to disclose, reproduce or otherwise exploit the products and/or services or the recording thereof on data carriers referred to in the second paragraph – whether or not together with, or by means of, engaging third parties. A Participant only is allowed to use these products and services for their own practice, study or use without a direct or indirect commercial purpose.
4. A Participant is not allowed to change or remove any notice of rights as referred to in paragraph 1 of this article or any notice of titles, brands or trade names of NWO-I or third parties, or to have these changed or removed.

Article 11. Liability

1. The liability of NWO-I for direct damage suffered in respect of services provided and/or products delivered is limited to those cases in which NWO-I imputably failed to fulfil its obligations and is limited to the invoice amount.
2. NWO-I's liability for indirect damage, such as, but expressly not limited to loss of profits and sales, loss due to business interruption and missed savings, is excluded in all cases.
3. NWO-I's liability for damage which is the result of an unlawful act committed by NWO-I in the context of the execution of the agreement is excluded, except insofar as the damage is the result of deliberate recklessness or deliberate intent of the directors or managing employees of NWO-I.

Article 12. Governing law

1. Dutch law shall govern any Distance Agreements between the Parties. The applicability of the Vienna Sales Convention is expressly excluded.
2. Any disputes that may arise between the Parties in connection with the Distance Agreement for holding a Seminar or delivery of products and as a result of all agreements between the Parties arising therefrom or connected therewith, will be settled by the competent court of the Midden-Nederland District Court, Utrecht location, unless there is an Agreement with a Consumer in which case the court of the residence of the Consumer will be competent.