### Article 1. Applicability

These conditions apply to all agreements between De Koffieschool and a client / student regarding workshops, training courses, hereinafter referred to as courses and other forms of training in the broad sense of the word.

Deviations from these conditions are only possible if De Koffieschool and the client / student have agreed these in writing.

#### Article 2. Realization

The agreement between De Koffieschool and the client / student is concluded by: - or signing of an offer / order confirmation by the client and De Koffieschool (for in-company processes),

- or by filling in a digital registration form on our website,

- or by a written confirmation from De Koffieschool after registration by telephone.

#### **Article 3. Cancellation**

#### 3.1 Cancellation with open registration

The client / student can cancel the course in writing. The condition is that the cancellation has been confirmed by De Koffieschool. The cancellation costs are structured as follows:

More than 4 weeks before the start of the course or training:No2 to 4 weeks before the start of the course or training:50Less than 2 weeks before the start of the course:Fu

Enrollment fee No costs 50% of the course costs Full course costs

In case of absence, a substitute may always take the place of the registered student. The client must register this in writing at De Koffieschool <u>in advance</u>.

When a client or student would like to postpone a planned course, it will be considered as a cancellation and a new booking according respecting the cancellation policy.

If a course day is canceled within one of the training programs, NO refund of the training fee will be made. The student is given a one-time opportunity to make up for the training day on a date determined by De Koffieschool. If the student cannot then join that day, the course day will be canceled. The student / client must also adhere to the payment conditions.

#### **3.2** Cancellation in in-company assignment

The client can cancel the in-company process in writing. The following cancellation costs apply:

#### **Cancellation in-company assignment**

More than 4 weeks before the start of the course: 2 to 4 weeks before the start of the course: Less than 2 weeks before the start of the course:

# Costs for the client

No costs 50% of the course costs Full course costs If the client or student terminates his / her participation or otherwise does not participate in the course after the start of the course or training, the client / student is not entitled to any refund. Replacement after the start of the course or training is not permitted.

When a client or student would like to postpone a planned course, it will be considered as a cancellation and a new booking according respecting the cancellation policy.

### Article 4. COVID (or other unexpected disasters)

If, due to mandatory restrictions/measures imposed by the government, the training and/or workshop cannot be safely organized by us, whether or not in an adapted form, the following conditions apply:

4.1. Participation in a training can be moved last minute free of charge if payment has been made. If the payment has not yet been made at the time of cancellation, the general cancellation conditions apply

4.2. It is possible that a training or workshop can continue in a modified form. The participant must then be present. The participant will be informed about this in good time. Applicable adjustments are:

a. At SCA introduction to coffee and SCA Sustainability Foundation, the training sessions are given online during a total lockdown. These training sessions are given on several training days.

b. The group size is becoming smaller, so that the training date may have to be adjusted.

c. Location can be adjusted.

d. Participants are asked to show a corona pass or to take a home test on site, which will be provided by De Koffieschool.

4.3. If a participant has corona, is in quarantine or is waiting for a GGD test result, the training for this participant can be moved once free of charge to a date indicated by De Koffieschool. The participant must have already fulfilled all his payment obligations.

#### Article 5. Cancellation of De Koffieschool

5.1 A course or training takes place with a minimum number of participants (as indicated in the training information), with the exception of in-company training and one-to-one training.
5.2 De Koffieschool can cancel a course without giving any reason. The client / student receives the already paid course fee back. Except for cancellation due to COVID measures imposed by the government. Then the conditions as stated in Article 4 apply.

#### **Article 6. Prices**

6.1 For in-company processes, the price is determined in writing in advance. The prices for the courses in the open offer are subject to change. De Koffieschool has the right to change the prices of the courses with reasons.

6.2 The prices are exclusive of VAT, unless stated otherwise.

6.3 The prices include the use of coffee and milk, unless otherwise agreed.

# Article 7. Billing

The student / client receives an invoice immediately after registration / agreement. This must be paid within 14 days. If the course or training starts within 14 days after the invoice date, the payment must be made before the start. Unless otherwise agreed.

### **Article 8. Collection**

8.1 If the entire course fee has not been paid at the start of the course, the right to participate in the course is suspended until the full course fee has been paid. The payment obligation remains in full force.

8.2 If the payment term is exceeded, the participant / client will receive a first payment reminder. If payment is still not forthcoming, the participant / client will receive a reminder. For this, € 15 (in VAT) administration costs will be charged.

8.3 If, after reminders, payment has still not been received, the debt will be handed over to a debt collection agency that cooperates with us.

#### Article 9. SCA Exams

You can postpone an exam free of charge up to 2 months after the planned exam date. The exam will be canceled after 2 months. It is possible to register again. For this, 50% of the then applicable SCA certificate costs and costs for administering the exam will be charged.

#### Article 10. Re-exams

An SCA training can be retaken once. Additional costs will be charged for taking a re-exam, depending on the duration of the exam. If the student fails the re-examination, he / she must repeat the training in its entirety.

#### Article 11. Travel time - travel costs

In principle, a course or training takes place at one of the training locations of De Koffieschool. When the in-company training takes place at the location of the client, a travel allowance of  $\notin$  0.24 ct / km will be charged unless otherwise agreed.

#### Article 12. Copyright

The copyright on the brochures, texts and course material published by the Koffieschool is owned by the Koffieschool, unless this copyright has been transferred by means of a license. Without the explicit permission of De Koffieschool, the client / student may not publish or multiply any data, in whole or in part, or an extract thereof. De Koffieschool holds the copyright to reports, proposals and other documents arising from its activities.

#### Article 13. Applicable law and competent court

Dutch law applies to all services, activities, general terms and conditions and disputes arising from the agreement concluded between De Koffieschool and the client / student. Disputes arising from this agreement will be submitted to the competent judge at the court in Utrecht.

Utrecht, January 1, 2022

De Koffieschool Kanaalweg 18 3526 KL Utrecht