



General Conditions of Sale

CAPI EDUCATION

hereinafter referred to as: **CAPI EDUCATION**

with its registered office and principal place of business at:

**Papenvoortsedijk 14
5673 AN Nuenen
The Netherlands**

Article 1 – General

1.1 In these conditions, the term supplier is understood to mean: *CAPI EDUCATION*. In these conditions, the other party is understood to mean: *each (legal) person who has entered into an agreement with CAPI EDUCATION, or who wishes to do so, as well as his representative(s), authorised agent(s) and successors in title and heirs.*

1.2 These conditions are applicable to every offer, instruction and delivery of goods and/or services, every act and every sales agreement or any other agreement, regardless of the nature thereof, by or with CAPI EDUCATION.

1.3 Any provisions varying from these general conditions are valid subject to the explicit, written agreement of CAPI EDUCATION. Varying provisions are only applicable to the offer, instruction, delivery, agreement or act they relate to.

1.4 These conditions at all times take priority over any general conditions applicable at the other party, unless CAPI EDUCATION has explicitly accepted those general conditions in writing.

1.5 If CAPI EDUCATION and a third party are jointly involved in the execution of certain offers, instructions, deliveries of goods and/or services, acts or sales agreement for a shared other party, only the conditions of CAPI EDUCATION apply, unless explicitly agreed otherwise by the parties in writing.

1.6 If, at any one time, one or more provisions in these general conditions are partly or fully null and void or partly or fully voided, the other provisions of these general conditions remain fully applicable. In that case, the void or voided provisions shall be replaced by parties in mutual consultation, duly observing the objective and purport of the original provisions as closely as possible.

1.7 CAPI EDUCATION not requiring strict compliance with these conditions at all times does not automatically mean that the provisions detailed therein do not apply, or that CAPI EDUCATION would lose the right to require strict compliance with these conditions in other cases.

Article 2 – Offers

2.1 All verbal and written offers of CAPI EDUCATION, in whatever form, are free of obligation, unless explicitly agreed and stated otherwise.

2.2 Verbal promises by and arrangements with our staff do not bind CAPI EDUCATION, unless they have been confirmed by us in writing.

2.3 The information given in our offers, pricelists and other documentation, such as images, drawings, calculations, dimensions and weights do not bind CAPI EDUCATION.

2.4 Offers in the form of budgets, quotations, pricelists or other documentation may not be reproduced, unless explicitly for internal use, or disclosed to third parties.

2.5 Offers, in whatever form, do not oblige CAPI EDUCATION to accept an order. If an order is not accepted, the other party shall be notified thereof within the shortest possible term, yet within 30 days.

2.6 In the event of price increases by supplier(s), as well as changes in government taxes and levies, we are entitled to raise our prices accordingly

Article 3 – Orders

3.1 Orders by private individuals and received via the Internet are payable in advance. Cancellation of an Internet order is free of charge within 48 hours of that order having been submitted electronically. If an order is not cancelled within the aforesaid period and no payment is received, CAPI EDUCATION shall be entitled to charge a handling fee.

3.2 When placing an order which value is below an order value as stated in the catalogue, a handling fee shall be charged.

Article 4 – Delivery and transport

4.1 Delivery is made directly at the address of the other party as indicated in the agreement, unless otherwise agreed.

4.2 If upon delivery of a consignment the other party identifies damage, the other party must refuse the consignment or report the damage to the carrier that dispatched the consignment, within 24 hours. If the quantity is not in accordance with the order, only the number received must be signed for.

4.3 CAPI EDUCATION is at all times entitled to make partial deliveries, which may be invoiced separately.

4.4 The indicated delivery periods are always by approximation and subject to change, unless explicitly agreed otherwise in writing. However, CAPI EDUCATION shall do everything reasonably possible to ensure delivery is made in accordance with the stated delivery period.

4.5 The delivery period starts from the moment that CAPI EDUCATION accepts the instruction and the full details of the other party have been received by CAPI EDUCATION.

4.6 As soon as CAPI EDUCATION knows about facts and/or circumstances which make delivery in accordance with the stated delivery period impossible, the other party shall be notified thereof within the shortest possible term and be given a new delivery period.

Article 5 – Risk

5.1 Transport of the ordered goods shall be at the risk of CAPI EDUCATION and at the expense of the buyer, by a carrier appointed by CAPI EDUCATION, unless agreed otherwise. The risk of the goods transfers to the other party as soon as the other party takes possession of the goods at the delivery address.

5.2 If the other party fails to take possession of the goods after the delivery period has lapsed, they shall be stored by CAPI EDUCATION at the expense and risk of the other party.

Article 6 – Warranty

6.1 CAPI EDUCATION warrants the products it supplies for a period of six months after delivery. The warranty issued by CAPI EDUCATION does not apply to faults caused by external impacts, handling without due care and attention, general use or maintenance, repairs carried out by third parties without the knowledge or approval of CAPI EDUCATION or any other circumstances beyond the control of CAPI EDUCATION.

6.2 Parts supplied by third parties to CAPI EDUCATION shall be warranted by CAPI EDUCATION for the period that coincides with the warranty period of the supplier.

6.3 Claims under the warranty do not suspend the other party's obligation to pay.

6.4 The warranty lapses if the other party and/or third parties engaged by it use the goods incompetently or if the other party and/or third parties engaged by it carry out work on or modify the goods.

6.5 If the warranty claim by the other party is justified, CAPI EDUCATION shall endeavour to repair the goods first. Any parts replaced by CAPI EDUCATION under its warranty obligations become the property of CAPI EDUCATION. CAPI EDUCATION hereby explicitly excludes any liability for consequential damage and losses.

6.6 If the other party fails to perform the agreement, in part or in full, or fails to do so in time, CAPI EDUCATION shall not be obliged to observe the warranty scheme for the period of that breach.

Article 7 – Complaints

7.1 Complaints in respect of the incorrect execution of orders must be submitted to CAPI EDUCATION in writing immediately, yet within 8 days of the goods having been received or offered. After that period, the goods can no longer be exchanged, refunded or taken back. Only if and insofar as the complaint is upheld does this suspend the other party's obligation to pay, until the moment the complaint has been resolved.

7.2 Complaints in respect of invoices must be submitted in writing, within 8 days of receipt of the invoice. After this term has expired, the other party is deemed to have accepted the invoice. Any complaints received after that period will be disregarded.

Return consignment

8.1 Return consignments, without the prior, explicit consent of CAPI EDUCATION are not accepted by CAPI EDUCATION.

8.2 Accepted return consignments are at the expense and risk of CAPI EDUCATION, provided the fault is attributable to CAPI EDUCATION.

8.3 Accepted return consignments on the request of the other party, yet which cannot be attributed to faults made by CAPI EDUCATION, are at the expense and risk of the other party. A written specification, as well as a copy of the invoice must be sent in advance or along with the return consignment. After having received the goods, which must be in perfect condition, the goods are either refunded at the price paid originally or exchanged for new goods.

8.4 In the event of return consignments which are not due to faults made by CAPI EDUCATION, CAPI EDUCATION shall be entitled to charge processing costs equal to 10% of the purchase price.

Article 9 – Retention of title

9.1 All goods supplied remain the exclusive property of CAPI EDUCATION until the other party has duly fulfilled all obligations under the agreement(s) with CAPI EDUCATION.

9.2 The goods supplied can be immediately claimed back by CAPI EDUCATION if the other party fails to fulfil its obligations, or if CAPI EDUCATION has good reasons to believe that the other party shall not fulfil its obligations. The costs involved in repossessing the goods shall be charged to the other party. In the event of repossession, the goods shall be refunded on the basis of the value the goods appear to have upon repossession.

9.3 In the event of a moratorium, insolvency, suspension of payments and liquidation of the other party or, if the other party is a natural party, in the event of his death, CAPI EDUCATION shall be entitled to fully or partly cancel the order without notice of default or judicial intervention being required and claim back that part of the consignment unpaid for. CAPI EDUCATION shall be entitled to repossess these goods, regardless of where they are stored and to access the grounds of the other party, if so required. Cancellation and repossession do not affect our right to compensation for damage and losses. In such instances, each claim of CAPI EDUCATION against the other party shall become immediately due and payable.

9.4 Goods supplied by CAPI EDUCATION which, according to Article 9.1, are subject to retention of title, may not be resold and may never be used as a means of payment. The other party is not entitled to pledge the goods that are subject to the retention of title, or to encumber them in any other way.

Article 10 – Force majeure

10.1 CAPI EDUCATION shall not be obliged to fulfil any obligation towards the other party, if CAPI EDUCATION impeded to do so as a result of a circumstance which cannot be attributed to CAPI EDUCATION, nor if CAPI EDUCATION is accountable for it by law, a legal act or generally accepted standards.

10.2 In these general conditions, force majeure is understood to mean: *all external causes, foreseen or unforeseen, which are beyond the control of CAPI EDUCATION and which leave CAPI EDUCATION unable to fulfil its obligations.*

10.3 If force majeure partly or fully impedes CAPI EDUCATION to perform the agreement, CAPI EDUCATION shall be entitled to suspend delivery until the relevant force majeure situation has ceased or to partly or fully terminate the agreement without judicial intervention and without CAPI EDUCATION being obliged to pay any compensation or issue any guarantees.

10.4 The party that believes to be in a situation of force majeure or that believes it shall be so in the near future is obliged to immediately notify the other party thereof.

10.5 If, according to CAPI EDUCATION, the situation of force majeure is permanent in nature, the parties may come to an arrangement in terms of terminating the agreement and the consequences thereof.

10.6 CAPI EDUCATION is entitled to claim payment for its performance within the framework of the relevant agreement, delivered prior to force majeure materialising.

Article 11 – Unforeseen circumstances

11.1 In the event of unforeseen circumstances, the nature of which means that the other party, in accordance with the criteria of reasonableness and fairness, cannot expect the agreement to be continued without changes being made to it, either party may apply to the competent court with the request to change the agreement or to terminate it, in part or in full.

Article 12 – Payments

12.1 Unless explicitly agreed otherwise, payment of the net amount must be made in full within 30 days of the invoice date, without deduction of any (payment) discount, by means of transfer to the bank or giro account specified by CAPI EDUCATION.

12.2 If an order has been delivered in parts, CAPI EDUCATION shall be entitled to invoice the other party each partial delivery separately and to demand payment within the applicable payment term.

12.3 If the other party fails to fulfil its payment obligations, or fails to do so in time or in full, it shall be deemed to be in default by operation of law. In that instance, CAPI EDUCATION shall be entitled to charge statutory interest from the day that the other party is in default of payment.

12.4 Payments made by the other party shall first be allocated in settlement of all accrued interest and costs and subsequently to settle the invoices that have been outstanding longest, regardless of any instructions from the other party that settlement is in relation to a more recent invoice.

12.5 If after having entered into the agreement CAPI EDUCATION has obtained information that give good reason to fear that the other party shall not be able to fulfil its obligations, also after CAPI EDUCATION has partly or fully processed an order, CAPI EDUCATION shall be entitled to demand part of full payment of the price in advance and/or to demand that the other party provides security for its (other) payment obligations, within a term and in a method to be indicated by CAPI EDUCATION. For as long as the demanded payment in advance has not been effected or the demanded security not provided, CAPI EDUCATION shall not be obliged to (continue to) perform this or any other agreement it has entered into with the other party.

12.6 If the payment term has lapsed and payment continues to be forthcoming after a demand has been sent, the extrajudicial collection costs shall also be payable by the other party in the event that the claim has been outsourced for collection to a third party.

Article 13 – Liability

13.1 In the event of faults in the goods supplied or in the event of losses, injury or damage attributable to faulty or failing goods, the liability of CAPI EDUCATION shall in all cases be limited to the cost of repair or replacement of the aforesaid item.

13.2 Except in the event of commonly accepted legal concepts of public order and good faith, CAPI EDUCATION shall not be obliged to pay compensation for consequential damage or losses, regardless of the nature thereof, directly or indirectly, including damage and injury to moveable and immoveable goods and to persons, both at the other party and at third parties.

Article 14 – Intellectual property rights

14.1 All intellectual and industrial property rights to all documents, software, offers, analyses, reports and publications, as well as all related material, developed or made available by virtue of the agreement are vested exclusively in CAPI EDUCATION. The other party solely obtains the rights of use and powers that are explicitly granted with these conditions or otherwise and refrain from multiplying or copying the aforesaid items.

14.2 The other party is not allowed to modify or remove from the documents, software, publications or other materials, any notices pertaining to copyrights, brands, trade names or other intellectual rights, including notices regarding its confidential nature.

Article 15 – Evidence

15.1 Except for evidence to the contrary, the administrative records of CAPI EDUCATION are decisive in the event of agreements and ensuing agreements subject to these conditions.

Article 16 – Applicable law and competent court

16.1 Every agreement and ensuing agreements between the other party and CAPI EDUCATION subject to these conditions are governed solely by Dutch law.

16.2 Contrary to the statutory rules regarding the powers of the civil court, all disputes with regard to, in connection with, or ensuing from agreements entered into with CAPI EDUCATION shall be submitted to the court that has jurisdiction in our place of business. We nevertheless remain entitled to apply to the court competent in accordance with the law. If the law decides that the dispute falls within the subject-matter jurisdiction of the sub-district court, the dispute shall be submitted to the competent sub-district court instead.

16.3 A dispute can only exist subject to either party informing the other party thereof, in writing.

16.4 The parties shall apply to the court only after they have exhausted every other possibility to settle a dispute amicably.

16.5 If the buyer is a consumer, he shall be entitled to opt for the court that has jurisdiction in his place of residence, for a period of one month.

Article 17 – Source of these conditions

17.1 These conditions have been filed with the Chamber of Commerce.

17.2 The most recently filed version or the version that applied when the agreement was concluded with CAPI EDUCATION shall apply.

17.3 The Dutch wording of these conditions shall at all times be decisive in the interpretation of the text.