

GENERAL TERMS AND CONDITIONS Leornova

1. Definitions

1. Leornova: Leornova, established in Nijmegen (the Netherlands), Chamber of Commerce no. 80926975.
2. Client: the party which Leornova has entered into an agreement with.
3. Parties: Leornova and client together.
4. Consumer: a client who is an individual acting for private purposes.

2. Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Leornova.
2. Parties can only deviate from these conditions if they have explicitly agreed so in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the client or of third parties.

3. Offers and quotations

1. Offers and quotations from Leornova are non-binding, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum period of 1 month, unless another acceptance period is stated in the offer or quotation.
3. If the client does not accept an offer or quotation within the applicable time frame, the offer or quotation will expire.

4. Acceptance

1. Upon acceptance of a non-binding quotation or offer, Leornova reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without any obligations towards the client.
2. Verbal acceptance of an offer or quotation by the client only commits Leornova after the client has confirmed in writing (or electronically).

5. Prices

1. All prices used by Leornova are in euros. The prices exclude VAT, but include other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Leornova is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. The price with regard to services is determined by Leornova. Either a total amount is set by Leornova, or the price is determined based on actual hours worked.
4. In case the parties have agreed on a total amount for a service provided by Leornova, it is understood that this is always a target price, unless the parties have explicitly agreed in writing on a fixed price, which cannot be deviated from.
5. Leornova is entitled to deviate up to 10% of the target price.
6. If the target price exceeds 10%, Leornova must let the client know in due time why a higher price is justified.
7. If the target price exceeds 10%, the client has the right to cancel the part of the order that exceeds the target price by 10%.
8. Leornova will communicate price adjustments to the client prior to the moment the price increase becomes effective.
9. The client has the right to terminate the contract with Leornova if he does not agree with the price increase.

6. Payments and payment term

1. The client is obligated to pay invoices of Leornova within 1 month, unless parties have agreed otherwise or another payment term is stated in the invoice.
2. If the client does not pay within the agreed term, Leornova is entitled to charge the client €5 per day starting from the day the client is in default.
3. When the client is in default on the payment, they owe Leornova any potential damages and/or extrajudicial collection costs.
4. If the client does not pay in a timely manner, Leornova may suspend their services and obligations until the late payments are made.
5. In case of liquidation, bankruptcy, seizure or suspension of payment by the client, the claims of Leornova on client are immediately due and payable.
6. If client does not cooperate with the execution of the agreement by Leornova, they are still obliged to pay the agreed price to Leornova.

7. Cancellation policy

1. Clients are able to cancel their registration for a workshop, event or other activity free of charge for up to 4 weeks in advance.
2. Clients who cancel their registration for a workshop, event or other activity within 4 weeks of the start, are obligated to pay 50% of the registration fee.
3. Clients who cancel their registration for a workshop, event or other activity within 1 week of the start, are obligated to pay 100% of the registration fee. The same goes for no-shows without proper cancellation.
4. Leornova reserves the right to cancel, delay or change workshops, events or other activities. This may, for example, occur in the case of an insufficient number of participants. Leornova is not liable for any damages clients could incur due to cancellation or changes.
5. After cancellation or changes, clients are entitled to have their registration fee returned in full upon request, or to register for the next workshop, event or activity.

8. Suspension of obligations and settling debts

6. Unless the client is a consumer, the client waives the right to suspend the fulfillment of any obligation arising from this agreement.
7. Unless the client is a consumer, the client waives the right to settle any debt to Leornova with any claim on Leornova.

9. Guarantee

When parties have entered into a service agreement, these services only contain best-effort obligations for Leornova, no obligation of result.

10. Execution of the agreement

1. Leornova executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Leornova has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the agreed advance by the client (in case an advance has been agreed upon).
4. It is the responsibility of the client that Leornova can start the implementation of the agreement on time.

11. Duty to inform by the client

1. The client shall make available to Leornova all information, data and documents relevant to the correct execution of the agreement to in time and in the desired format and manner.
2. The client guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the client requests this, Leornova will return the relevant documents.
4. If the client does not timely and properly provides the information, data or documents reasonably required by Leornova and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the client.

12. Indemnity

The client indemnifies Leornova against all third-party claims that are related to the products and/or services supplied by Leornova.

13. Complaints

1. The client must examine a product or service provided by Leornova as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the client could reasonably expect from the agreement, the client must inform Leornova of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform Leornova of any shortcomings within two months after detection of them.
4. The client gives a detailed description as possible of the shortcomings, so that Leornova is able to respond adequately.
5. The client must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to Leornova being forced to perform other work than has been agreed.

14. Giving notice of default

1. The client must provide any notice of default to Leornova in writing.
2. It is the responsibility of the client that a notice of default actually reaches Leornova in time.

15. Joint and several Client liabilities

If Leornova enters into an agreement with several clients, each of them shall be jointly and severally liable for the full amounts due to Leornova under that agreement.

16. Liability of Leornova

1. Leornova is only liable for damage the client suffers if and insofar as this damage is caused by wilful intent or gross negligence.
2. If Leornova is liable for any damage, it is only liable for damages that result directly from or are related to the execution of an agreement.
3. Leornova is never liable for indirect damages, such as consequential loss, reputation damages, lost profit, lost savings or damage to third parties.
4. Every right of the client to compensation from Leornova shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

17. Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Leornova in the fulfillment of any obligation to the client cannot be attributed to Leornova in any situation independent of the will of Leornova, when the fulfillment of its obligations towards the client is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Leornova .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Leornova cannot fulfill one or more obligations towards the client, these obligations will be suspended until Leornova can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Leornova does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

18. Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

19. Changes in the general terms and conditions

1. Leornova is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Leornova with the client in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

20. Transfer of rights

1. The client cannot transfer its rights deferring from an agreement with Leornova to third parties without the prior written consent of Leornova .
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

21. Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Leornova had in mind when drafting the conditions on that issue.

22. Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court of Arnhem is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.
3. This English version of Leornova's terms and conditions is only provided as a courtesy. In case of disputes or questions, the Dutch version is leading.