

General Terms and Conditions Agressie Vrij Onderwijs B.V.

Agressie Vrij Onderwijs B.V., (hereinafter: AVO). AVO is registered with the Chamber of Commerce under number 94980004 and is located at Albert Hahnplantsoen 27 (1077BM) in Amsterdam

Part I - General Part as well as Training and / or Coaching

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise.
2. **Offer:** any offer or quotation to the Client for the provision of Services by AVO.
3. **Company:** A legal entity with business purposes.
4. **Services:** providing (in-company) training courses, whether or not classical and / or on a physical basis, as well as with the aid of VR glasses.
5. **Leased Property:** the VR glasses, owned by AVO and leased to the Client for the duration of the Agreement.
6. **Lessee:** Company that enters into a (distance) Agreement with the Lessor. The term "Client" also includes "Lessee" and vice versa.
7. **Service Provider:** Agressie Vrij Onderwijs B.V., a legal entity under Dutch law, established in the Netherlands and offering Services to the Client hereinafter: AVO.
8. **Client:** the company that has appointed AVO, has provided projects to AVO for Services performed by AVO, or to which AVO has made a proposal on the basis of an Agreement.
9. **Agreement:** every Agreement and other obligations between the Client and AVO, as well as proposals from AVO for Services provided by AVO to the Client and which are accepted by the Client and have been accepted and performed by AVO, whereby these general terms and conditions form an inseparable whole. In principle, the Agreement will extend to the rental of the Leased Property and / or the delivery of the Services.
10. **Lessor:** The provider of the Leased Property to the Lessee, hereinafter: AVO.
11. **Website:** www.agressievrijonderwijs.nl

Article 2 - Applicability

1. These general terms and conditions apply to every Offer by AVO, every Agreement between AVO and the Client and to every service offered by AVO.

2. Before an Agreement is concluded, the Client will have access to these general terms and conditions. If this is not reasonably possible, AVO will indicate to the Client how the Client can inspect the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. In exceptional situations, the general terms and conditions can be deviated from insofar as this has been explicitly agreed in writing with AVO.
4. These general terms and conditions also apply to additional, amended and follow-up assignments from the Client.
5. The general terms and conditions of the Client are excluded.
6. If one or more provisions of these general terms and conditions are partially or completely void or are nullified, the other provisions of these general terms and conditions will remain in force, and the void / voided provision (s) will be replaced by a provision with the same purport the original provision.
7. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions should be assessed and explained in the spirit of these general terms and conditions.
8. The applicability of articles 7: 404 Dutch Civil Code (art. 7:404 BW) and 7: 407 paragraph 2 Dutch Civil Code (art. 7:407 lid 2 BW) is explicitly excluded.
9. If reference is made to him / her in these general terms and conditions, this should also be understood as a reference to he / him / his, if and insofar as applicable.
10. In the event that AVO has not always demanded compliance with these general terms and conditions, it retains its right to demand full or partial compliance with these general terms and conditions.

Article 3 - The Offer

1. All offers made by AVO are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer.
2. AVO is only bound by an Offer if it is confirmed in writing by the Client within 30 days. Nevertheless, AVO has the right to refuse an Agreement with a (potential) Client for a valid reason for AVO.
3. The offer contains a description of the Services offered. The description is sufficiently specified so that the Client is able to make a proper assessment of the offer. Any information in the offer is only an indication and cannot be a ground for any compensation or dissolution of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times in AVO's offer are in principle indicative and do not entitle the Client to dissolution or compensation if they are exceeded, unless explicitly agreed otherwise.

Article 4 - Establishment of the Agreement

1. The Agreement is concluded when the Client has accepted an Offer or Agreement from AVO by returning a signed copy (scanned or original) to AVO or gave an explicit and unambiguous agreement to the Offer by e-mail.
2. AVO has the right to revoke the (signed) Agreement within 5 working days after receipt of the acceptance.
3. AVO is not bound by an Offer if the Client could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or clerical error. The Client cannot derive any rights from this mistake or error.
4. If the Client cancels an already confirmed assignment, the costs actually incurred (including the time spent) will be charged to the Client.
5. Every Agreement that is entered into with AVO or a project that is awarded to AVO by the Client, rests with the company and not with an individual person who is associated with AVO.
6. The Client's right of withdrawal is excluded, unless otherwise agreed.
7. If the Agreement is entered into by several Clients, each Client is individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

Article 5 - Duration of the Agreement

1. The Agreement is entered into for an indefinite period of time, unless the content, nature or scope of the assignment entails that it has been entered into for a definite period of time. The duration of the assignment also depends on external factors, including but not limited to the quality and timely delivery of the information that AVO obtains from the Client.
2. Both Client and AVO can dissolve the Agreement on the basis of an attributable shortcoming in the performance of the Agreement if the other party has been given written notice of default and given a reasonable period to fulfill its obligations and it still fails to fulfill its obligations correctly. This also includes the Client's payment and cooperation obligations.
3. The dissolution of the Agreement does not affect the Client's payment obligations insofar as AVO has already carried out work or delivered performances at the time of the dissolution. Client must pay the agreed fee.
4. Parties can terminate the Agreement by registered letter with due observance of a notice period of three months. If the Agreement has not lasted for three months, the Agreement can be terminated with a notice period of one month.

5. In the event of premature termination of the Agreement, the Client will owe AVO the costs actually incurred up to that time at the agreed (hourly) rate. The hour registration of AVO is leading in this.

6. Both the Client and AVO can terminate the Agreement in whole or in part in writing with immediate effect, without further notice of default, in the event that one of the parties is in suspension of payment, filed for bankruptcy or the company concerned ends by liquidation. If a situation as mentioned above occurs, AVO is never obliged to refund monies already received and / or compensation.

Article 6 - Performance of the services

1. AVO will make every effort to perform the agreed service with the greatest possible care, as may be expected of a good service provider. AVO guarantees a professional and independent service. All Services are performed on the basis of a *best efforts* obligation, unless a result has been explicitly agreed in writing which is described in detail.

2. The Agreement on the basis of which AVO performs the Services is leading for the scope of the services. The Agreement will only be performed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.

3. The information and data provided by the Client are the basis on which the Services and prices offered by AVO are based. AVO has the right to adjust its services and its prices if the information provided turns out to be incorrect and / or incomplete.

4. In the performance of the Services, AVO is not obliged or obliged to follow the instructions of the Client if this changes the content or scope of the agreed Services. If the instructions result in further work for AVO, the Client is obliged to reimburse the additional costs accordingly on the basis of a new quotation.

5. AVO is entitled to engage third parties for the performance of the Services at its own discretion.

6. If required by the nature and duration of the assignment, AVO will keep the Client informed of the progress in the meantime in the agreed manner.

7. The performance of the Services is based on the information provided by the Client. If the information needs to be changed, this may have consequences for any established schedule. AVO is never liable for adjusting the planning. If the start, progress or delivery of the Services is delayed because, for example, the Client has not provided all the requested information or has not provided all requested information on time, or does not cooperate sufficiently in the desired format, any advance payment has not been received by AVO on time or due to other circumstances which are for the account and risk of the Client, if there is a delay, AVO is entitled to a reasonable extension of the delivery / completion period. All damage and additional costs as a result of delay due to a cause as mentioned above are at the expense and risk of the Client.

Article 7 - Obligations of the Client

1. The Client is obliged to provide all information requested by AVO as well as relevant appendices and related information and data in a timely manner and / or before the start of the work and in the desired form for a correct and efficient performance of the Agreement. Failing this, it may occur that AVO is unable to realize a full implementation and / or delivery of the relevant documents. The consequences of such a situation are at all times for the account and risk of the Client.
2. AVO is not obliged to check the correctness and / or completeness of the information provided to it or to update the Client with regard to the information if it has changed over time, nor is AVO responsible for the correctness and completeness of the information that has been compiled by AVO for third parties and / or is provided to third parties in the context of the Agreement.
3. AVO may, if necessary, for the performance of the Agreement, request additional information. Failing this, AVO is entitled to suspend its activities until the information has been received, without being obliged to pay any compensation for whatever reason towards the Client. In the event of changed circumstances, the Client must notify AVO immediately or no later than 3 working days after the change has become known.

Article 8 - Advice

1. If instructed to do so, AVO can construct an advice, action plan, design, report, planning and / or reporting for the benefit of the service provision. The content thereof is not binding and only advisory in nature, but AVO will observe its duties of care. The client decides itself and on its own responsibility whether to follow the advice.
2. The advice provided by AVO, in whatever form, can never be regarded as medical, legal, tax and / or accounting-technical advice. Even if AVO assists the Client in negotiations, this advice is never legal advice. If the Client regards this advice as legal and / or tax advice, the Client must first consult a trained specialist (lawyer / tax specialist).
3. At AVO's first request, the client is obliged to assess the proposals it has provided. If AVO is delayed in its activities, because the Client does not or not timely assess a proposal made by AVO, the Client is at all times responsible for the resulting consequences, such as delay.
4. The nature of the service means that the result at all times depends on external factors that can influence AVO's reports and advice, such as the quality, correctness and timely delivery of the necessary information and data from the Client and its employees. The client guarantees the quality and the timely and correct delivery of the required data and information.
5. The Client will notify AVO in writing prior to the commencement of the work of all circumstances that are or may be important, including any points and priorities to which the Client wishes attention.

Article 9 - Coaching and / or Training

1. If an order has been given to do so, AVO can provide coaching for the Client and its employees
2. The training courses provided by AVO can take place:
 - In group association;
 - Physical;
 - Through the use of VR glasses. In this case, the training sessions will be recorded in advance, after which the Client and its employees can participate in such training by using VR glasses, owned by the Client or leased from AVO. The Client and his employees are given the opportunity to follow training at their own pace and to play it several times.
3. In the case of physical / classroom training, the session will take place at the location of the Client or at a location to be determined by AVO. If the session takes place at the location of the Client, the Client is obliged to make the facilities required within the framework of the training available in a timely manner. If a session cannot take place or is delayed because the Client has not complied with the aforementioned obligation, all consequences thereof will be for the account and risk of the Client. AVO is also entitled to issue instructions with regard to the suitability of the location and the facilities available there before the start of the session.
4. The content of the training / coaching offered by AVO and the advice provided during the session are not binding and only advisory in nature, but AVO will observe its duties of care. As far as possible, the session is tailored to the wishes of the Client as well as the needs of the participant (s) concerned.
5. The Client will notify AVO in writing prior to the start of the session of all circumstances that are or may be important, including any points and priorities for which the Client wishes attention.
6. AVO is entitled to cancel the session or move it to another date if there are too few registrations. It is at the sole discretion of AVO to reschedule the session. If the Client is not available on the new date set, the Client is entitled to a pro rata refund of money already paid or it can participate in a session on another date. The parties will consult on this. If there are too many registrations, AVO is entitled to have the training / coaching session take place in several sessions. If applicable, the aforementioned situation will be discussed with the Client in good time.

Article 10 - Additional activities and changes

1. If during the execution of the Agreement it appears that the Agreement needs to be adjusted, or at the request of the Client further activities are required to achieve the desired result of the Client, the Client is obliged to pay for these additional activities according to the agreed rate. AVO is not obliged to comply with this request and may require the Client to conclude a separate Agreement for this and / or refer it to an authorized third party.

2. If the additional activities are the result of negligence on the part of AVO, if AVO has made an incorrect estimate or could reasonably have foreseen the relevant activities, these costs will not be passed on to the Client.

Article 11 - Prices and payment

1. All prices are in principle exclusive of turnover tax (VAT), unless otherwise agreed.
2. AVO performs its services in accordance with the agreed hourly rate. The costs of the work are calculated retrospectively on the basis of the time registration drawn up by AVO (subsequent calculation).
3. Travel time for the benefit of the Client and travel-related costs will be charged to the Client.
4. The Client is obliged to fully compensate the costs of third parties deployed by AVO after approval of the Client, unless explicitly agreed otherwise.
5. The parties can agree that the Client must pay an advance. If an advance has been agreed, the Client must pay the advance before commencing the performance of the services.
6. The client cannot derive any rights or expectations from a previously issued budget, unless the parties have explicitly agreed otherwise.
7. AVO is entitled to annually increase the applicable prices and rates in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and insofar as they have been explicitly laid down in the Agreement.
8. Client must pay these costs all at once, without settlement or suspension, within the specified payment term as stated on the invoice to the account number and details of AVO made known to it.
9. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or request for payment towards the Client, the payment and all other obligations of the Client under the Agreement become immediately due and payable.

Article 12 - Collection policy

1. If the Client does not fulfill its payment obligation and has not fulfilled its obligation within the specified payment term, the Client will be in default by operation of law.
2. From the date that the Client is in default, AVO will be entitled, without further notice of default, to the statutory commercial interest from the first day of default until full payment, and compensation of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the decision. compensation for extrajudicial collection costs from 1 July 2012.

3. If AVO has incurred more or higher costs which are reasonably necessary, these costs are eligible for reimbursement. The integral judicial and execution costs incurred are also at the expense of the Client.

Article 13 - Privacy, data processing and security

1. AVO handles the (personal) data of the Client with care and will only use them in accordance with the applicable standards. If requested, AVO will inform the person concerned about this.

2. Client is responsible for the processing of data processed using an AVO service. The client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, the Client indemnifies AVO against any (legal) claim related to this information or the performance of the Agreement.

3. If AVO is required to provide security for information on the basis of the Agreement, this security will meet the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

Article 14 - Suspension and dissolution

1. AVO has the right to retain the data, data files and more it has received or realized if the Client has not yet (fully) fulfilled its payment obligations. This right remains in full force if a valid reason for AVO arises, which justifies suspension in that case.

2. AVO is authorized to suspend the fulfillment of its obligations as soon as the Client is in default with the fulfillment of any obligation arising from the Agreement, including late payment of its invoices. The suspension will be immediately confirmed in writing to the Client.

3. In that case AVO is not liable for damage, on whatever account, as a result of the suspension of its activities.

4. The suspension (and / or dissolution) does not affect the Client's payment obligations for work already carried out. In addition, the Client is obliged to compensate AVO for any financial loss that AVO suffers as a result of the Client's default.

Article 15 - Force majeure

1. AVO is not liable if it cannot fulfill its obligations under the Agreement as a result of a force majeure situation.

2. Force majeure on the part of AVO is in any case understood to mean, but is not limited to: (i) force majeure on the part of suppliers of AVO, (ii) failure to properly fulfill obligations of suppliers that the Client

or its third parties pay to AVO are prescribed or recommended, (iii) deficiency of software or any third parties involved in the performance of the service, (iv) government measures, (v) failure of electricity, internet, data network and / or telecommunication facilities, (vi) illness of employees of AVO or advisers engaged by it and (vii) other situations that, in the opinion of AVO, fall outside its sphere of influence that temporarily or permanently impede the fulfillment of its obligations.

3. In case of force majeure, both Parties have the right to dissolve the Agreement in whole or in part. All costs incurred before the dissolution of the Agreement will in that case be paid by the Client. AVO is not obliged to compensate the Client for any losses caused by such a withdrawal.

Article 16 - Limitation of Liability

1. If any result that is laid down in the Agreement is not achieved, a shortcoming on the part of AVO will only be deemed to exist if AVO has explicitly promised this result when accepting the Agreement.

2. In the event of an attributable shortcoming on the part of AVO, AVO is only obliged to pay any compensation if the Client has given AVO notice of default within 14 days after discovery of the shortcoming and AVO has subsequently not remedied this shortcoming within a reasonable period. The notice of default must be submitted in writing and contain such an accurate description / substantiation of the shortcoming, so that AVO is able to respond adequately.

3. If the performance of Services by AVO leads to AVO's liability, that liability is limited to the total amount invoiced in the context of the Agreement, but only with regard to the direct damage suffered by the Client, unless the damage is the result of intentional or (un)intentional recklessness on the part of AVO. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, determine the cause of damage, direct damage, liability and the manner of recovery.

4. AVO expressly excludes all liability for consequential damage. AVO is not liable for indirect damage, loss of profits, loss of profit and / or loss, missed savings, damage due to business interruption, loss of capital, loss due to delay, interest damage and immaterial damage.

5. The Client indemnifies AVO against all claims from third parties as a result of a defect as a result of a service provided by the Client to a third party and also consisted of Services provided by AVO, unless the Client can demonstrate that the damage was caused exclusively by the service from AVO.

6. Any advice provided by AVO on the basis of incomplete and / or incorrect information provided by the Client is never grounds for AVO's liability.

7. The content of the advice provided by AVO is not binding and only advisory in nature. The client decides itself and on its own responsibility whether it will follow AVO's proposals and advice referred to therein. All consequences arising from the follow-up of the advice are at the expense and risk of the Client. The client is at all times free to make its own choices that deviate from the advice provided or completed by AVO. AVO is not bound by any form of refund if this is the case.

8. If a third party is engaged by or on behalf of the Client, AVO is never liable for the actions and advice of the third party engaged by the Client as well as the processing of results (of advice drawn up) of the third party engaged by the Client in AVO's own advice.

9. AVO does not guarantee the correct and complete transmission of the content of and e-mail sent by / on behalf of AVO, nor the timely receipt thereof.

10. All claims of the Client due to shortcomings on the part of AVO lapse if they are not reported to AVO in writing and with reasons within one year after the Client was aware or could reasonably have been aware of the facts on which it bases its claims. One year after the termination of the Agreement between the parties, AVO's liability expires.

Article 17 - Confidentiality

1. AVO and the Client undertake to maintain the confidentiality of all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. The confidentiality does not apply if the information in question is already public / generally known, the information is not confidential and / or the information has not been made known to AVO during the Agreement and / or has been obtained by AVO in another way.

2. In particular, confidentiality pertains to advice, reports, designs, working methods and / or reports drawn up by AVO regarding the Client's assignment. The Client is expressly prohibited from sharing the content thereof with employees who are not authorized to take note of it and with (unauthorized) third parties. Furthermore, AVO always exercises the required care in handling all business-sensitive information provided by the Client.

3. If AVO is obliged on the basis of a statutory provision or a court decision to (partly) provide the confidential information to a third party designated by law or authorized judge or designated third party and AVO cannot invoke a compensation, this does not give the Client a ground for dissolution of the Agreement.

4. For the transfer or dissemination of information to third parties and / or publication of statements, advice or productions provided by AVO to third parties, the written permission of AVO is required, unless such permission has been expressly agreed in advance. The Client will indemnify AVO against all claims from such third parties as a result of relying on such information that has been disseminated without the written consent of AVO.

5. AVO and the Client also impose the obligation of confidentiality on third parties to be engaged by them.

Article 18 - Intellectual Property Rights

1. All IP rights and copyrights of AVO, including in any case, but not limited to all designs, models, reports and advice, rest exclusively with AVO and are not transferred to the Client unless expressly agreed otherwise.
2. If it has been agreed that one or more of the aforementioned items or works of AVO will be transferred to the Client, AVO is entitled to conclude a separate Agreement for this and to demand appropriate monetary compensation from the Client. Such a fee must be paid by the Client before it obtains the relevant goods or works with the IP rights attached to them.
3. The Client is prohibited from disclosing and / or multiplying, changing or making available to third parties (including use for commercial purposes) all documents and software on which AVO's IP rights and copyrights rest without express prior written permission from AVO. If the Client wishes to make changes to items delivered by AVO, AVO must explicitly agree to the intended changes.
4. The Client is prohibited from using the goods and documents on which AVO's intellectual property rights rest other than as agreed in the Agreement.
5. The parties will inform each other and take joint measures if an infringement of IP rights occurs.

Article 19 - Indemnity and accuracy of information

1. The Client is responsible for the correctness, reliability and completeness of all data, information, documents and / or records, in whatever form it provides to AVO in the context of an Agreement, as well as for the data it receives and/or has been obtained from third parties and which have been provided to AVO for the performance of the Service.
2. The Client indemnifies AVO against any liability resulting from non-compliance or late fulfillment of its obligations with regard to the timely provision of all correct, reliable and complete data, information, documents and / or records.
3. The Client indemnifies AVO against all claims from the Client and third parties engaged by it or working for it, as well as from the Client's customers, based on the failure to obtain any subsidies and / or permissions required in the context of the implementation of the Agreement.
4. The Client indemnifies AVO against all claims from third parties arising from the work performed on behalf of the Client, including but not limited to intellectual property rights to the data and information provided by the Client that can be used in the performance of the Agreement and / or the acts or omissions of the Client towards third parties.
5. If the Client provides AVO with electronic files, software or information carriers, the Client guarantees that these are free from viruses and defects.

Article 20 - Complaints

1. If the Client is not satisfied with AVO's service or otherwise has complaints about the performance of its assignment, the Client is obliged to report these complaints as soon as possible, but no later than 7 calendar days after the relevant cause that led to the complaint. Complaints can be reported verbally or in writing via kees@agressievrijonderwijs.nl with the subject "Complaint".
2. The complaint must be sufficiently substantiated and / or explained by the Client if AVO is to be able to process the complaint.
3. AVO will respond substantively to the complaint as soon as possible, but no later than 7 calendar days after receipt of the complaint.
4. The parties will try to find a solution together.

Article 21 - Applicable law

1. The legal relationship between AVO and the Client is governed by Dutch law.
2. AVO has the right to change these general terms and conditions and will notify the Client thereof.
3. In case of translations of these general terms and conditions, the Dutch version will prevail.
4. All disputes arising from or as a result of the Agreement between AVO and the Client will be settled by the competent court of the Amsterdam District Court, unless mandatory provisions of law designate another competent court.

Part II - Rental Conditions

Article 22 - User instructions and obligations of the Lessee

1. The Lessee is obliged to use the Leased Property in accordance with its destination under the Agreement.
2. The Lessee has an independent responsibility for the management and use of the goods delivered or completed by AVO.
3. Sub-letting is prohibited unless the Lessee has explicit written permission from AVO to sublet the Leased Property to third parties.
4. In the event of resale, the Lessee is liable for the use by this third party in the same way as agreed for its own use in these terms and conditions.

5. The Lessee is obliged to use the Leased Property in such a way that no nuisance in any form whatsoever is caused to AVO, the neighbors and the wider environment by or on behalf of the Lessee and by (the use of) the Leased Property.

6. The Lessee is obliged to take timely appropriate measures to prevent damage to, in or by the Leased Property as a result of frost, precipitation, storm, other weather conditions, short circuit, fire, leakage, etc.

7. The Lessee is prohibited from changing the layout or appearance of the Leased Property in whole or in part or adding anything to it without the prior written consent of AVO. AVO is only obliged to cooperate with this if these changes are necessary for the efficient use of the Leased Property. AVO has the right to attach conditions to the granting of written permission or to impose an order, including an increase in the rent if the changes and additions give reasonable cause to do so.

8. Changes and additions made or adopted by the Lessee do not form part of the Leased Property and must be undone or removed by the Lessee before or at the end of the Agreement, unless otherwise permitted by the parties at or after the written consent of AVO have been agreed.

9. The Lessee is obliged to make the Leased Property available to AVO clean after the rental period and to deliver it in accordance with the Agreement.

Article 23 - Obligations of the Lessor

1. AVO will execute the Agreement to the best of its knowledge and ability and is obliged to leave the Leased Property at the Lessee's disposal to the extent necessary for the agreed use.

2. AVO will deliver the Leased Property in a good state of repair and without defects that are noticeable by an expert, except if and / or insofar as maintenance defects and / or other defects may be stated.

3. If and insofar as required for the proper execution of the Agreement, AVO has the right to have certain activities performed by third parties at its own discretion.

Article 24 - Maintenance

1. During the rental period, AVO will perform all maintenance and repair work on the Leased Property at the request of the Lessee.

2. If defects are found during the maintenance moment that are at the expense of AVO, these defects will be repaired free of charge. If repair is not possible, AVO is entitled to replace the Leased Property.

3. Maintenance and repair work will only be carried out by AVO or a third party engaged by AVO. The Lessee is at all times responsible for the correct and careful use of the Leased Property and must refrain from improper use or making changes or using the Leased Property for purposes for which the Leased

Property is not intended without prior written consent from AVO. Lessee will not expose the Leased Property to abnormal conditions or treated contrary to AVO directions.

4. The costs of (small) daily maintenance will be borne by the Lessee.
5. AVO is not obliged to carry out maintenance, repair or upkeep of changes and additions made or taken over by the Lessee.

Article 25 - Delivery

1. The Lessee is obliged to accept the Leased Property at the moment when they are made available to her in accordance with the Agreement, even if they are offered earlier or later than agreed.
2. If the commencement, progress or delivery or completion of the Agreement is delayed because, for example, the Lessee has not provided all requested information or has not provided it in time, does not sufficiently cooperate, the (down) payment has not been received by AVO on time or If any delay occurs beyond the control of AVO, AVO is entitled to a reasonable extension of the delivery / completion period. All agreed delivery terms are never strict deadlines. The Lessee must give AVO written notice of default and allow it a reasonable term to be able to deliver or deliver. The Lessee is not entitled to any compensation due to the delay that has arisen.
3. If the Lessee refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, AVO is entitled to store the goods at the expense and risk of the Lessee.
4. If the agreed goods are delivered by AVO or an external carrier, AVO is entitled to charge any delivery costs, unless otherwise agreed in writing. These will then be invoiced separately unless explicitly agreed otherwise.
5. If AVO requires information from the Lessee in the context of the performance of the Agreement, the delivery time will only commence after the Lessee has made all the information necessary for the performance available to AVO.
6. If AVO has stated a term for delivery, this is indicative.
7. AVO is entitled to deliver the goods in parts, unless this has been deviated from by Agreement or the partial delivery has no independent value. AVO is entitled to invoice the thus delivered separately.
8. Any defects or incorrectly delivered goods must be reported to AVO in writing within 24 hours after delivery at kees@agressievrijonderwijs.nl. In the event of damage to the Leased Property due to careless handling by the Lessee himself, the Lessee is liable for any depreciation of the Leased Property.
9. The Lessee is deemed to have received the Rental in good condition and is obliged to return the Rental in good condition. If, during or after return, an investigation shows that the items returned are not in good condition, the Lessee is obliged to pay the repair costs and any other damage to AVO. The Lessee is

furthermore at all times liable for all damage to and / or caused by the Leased Property during all transports carried out by or on behalf of the Lessee.

Article 26 - Defects

1. AVO guarantees that the Leased Property complies with the Agreement as concluded between the parties.
2. AVO is obliged to solve defects at the request of the Lessee, unless this is impossible or the costs of remedying the defects cannot reasonably be expected from AVO.
3. Any damage and any loss must be reported to AVO immediately, but no later than 24 hours after it occurred. If agreed, AVO will ensure further settlement of the damage and / or repair of the damage. The Lessee is obliged to follow the instructions of AVO.
4. The Lessee is personally liable for the following costs and damages, and indemnifies AVO against:
 1. Damage due to the loss of the Leased Property and / or the accompanying documents;
 2. The damage that, for whatever reason, is not compensated by the Lessee's insurance company;
 3. Damage due to careless actions on the part of the Lessee.
5. Defects in changes and additions made or taken over by the Lessee and defects in the Leased Property resulting from those changes or additions and harmful consequences for the Leased Property, AVO or third parties are not regarded as defects of the Leased Property as referred to in Article 7: 204 of the Dutch Civil Code (art. 7:204 BW) and do not give the Lessee any claim against AVO. The Lessee is liable for defects in the Leased Property and harmful consequences for the Leased Property, AVO or third parties resulting from those changes or additions. The Lessee will indemnify AVO against any claims from third parties against AVO in connection therewith.
6. Invisible defects are defects that the Lessee has not discovered during a thorough inspection of the Rental and could not reasonably have discovered, must be reported to AVO in writing immediately after discovery of the defect.

Article 27 - Guarantee

AVO guarantees that the Leased Property complies with the Agreement, the specifications, usability and / or reliability stated in the Offer and the statutory rules / regulations at the time of the conclusion of the Agreement.

Article 28 - Limitation of liability

1. The Lessee is liable for all damage to the Leased Property, unless the Lessee proves that to him and to persons for whom he bears responsibility and / or liability in relation to AVO, which in any case includes his staff, with regard to the occurrence is not to blame for that damage.
2. AVO is not liable for damage resulting from the use of the Leased Property.

3. AVO is not liable for any damage arising to the Lessee due to the late provision of the Leased Property, unless a later provision of the Leased Property to the Lessee arises due to intent or gross negligence on the part of AVO itself.
4. AVO is never liable for improper use of the Leased Property beyond its control during the rental period by the Lessee. The Lessee must comply with the use of the Leased Property in accordance with the AVO manual and instructions supplied.
5. If damage occurs during the rental period, the Lessee is obliged to compensate all damage if this is not covered by the guarantee and / or AVO cannot repair the damage (or have it repaired) free of charge.
6. If the Lessee unlawfully retains the Leased Property after the end of the Agreement, AVO may claim compensation based on the rental price for the time that he misses the Leased Property.

Article 29 - Transfer of risk

The risk of loss or damage to the Leased Property that is the subject of the Agreement transfers to the Lessee as soon as the Leased Property has been placed under the control of the Lessee. This is in any case the case if the Leased Property has been delivered to the delivery address of the Lessee.

Amsterdam, 10 februari 2025.