

## General terms and conditions Noordhoff

Every offer, Order and/or agreement between Noordhoff and its customers is subject to the General Terms and Conditions below. The contents of the Conditions may only be amended if expressly agreed in writing. *The articles in italics only apply if the Customer is a consumer; a natural person acting outside his professional and/or business activity.*

### GENERAL

#### 1 Definitions

Capitalised words have the following meanings:

- a) **Account**: the personal account of the Customer with which access is gained to Noordhoff its platform;
- b) **Agreement**: the agreement in which Noordhoff and Customer have agreed the terms and conditions for delivery of the Learning Resource and/or Service from Noordhoff;
- c) **General Terms and Conditions**: these general terms and conditions.
- d) **Confidential Information**: any information, which can reasonably be assumed to be business confidential, about a Party or that Party's operations, services or Learning Resources or to that company, including information concerning suppliers, Customers and other relationships, excluding information that can be obtained from public sources and information obtained by the other Party through a third party in good faith and without a duty of confidentiality;
- e) **Digital Product**: a Learning Resource or supporting digital material in digital form, for online use by Licensed Users;
- f) **Digital Service**: the provision via an electronic network and/or software of a platform on which access is provided to Digital Products, supporting digital material and functionalities;
- g) **Folio Product**: a physical Learning Resource consisting of paper pages and bearing its own title, whether or not accompanied by supporting digital material;
- h) **Learning Resource**: a learning resource from Noordhoff provided with its own title, such as a Folio Product and a Digital Product;
- i) **Licence**: defined in article 5.1;
- j) **Noordhoff**: the legal entity that has entered into an Agreement with Customer, such as Noordhoff B.V. and/or Noordhoff Zorg B.V.;
- k) **Parties**: the parties to this Agreement;
- l) **Processing Agreement**: defined in article 21.2;
- m) **Product Terms**: the known and current conditions for use of a Learning Resource at Noordhoff, including the product characteristics including price, availability, delivery and availability date, release date, usage rights and restrictions, appearance and EAN;
- n) **Service**: a Digital service or additional services, including an event, lecture, course, seminar, etc.
- o) **Subscription**: periodic delivery of a Digital Product and/or Digital Service;
- p) **Supplier**: a third party engaged by Customer to provide additional services, including, for example, logistics or transport services;
- q) **Terms of Use**: the terms and conditions with which Users of Learning Resources must comply;
- r) **User(s)**: a natural person to whom Learning Resources are made available under the applicability of Noordhoff its Terms of Use;
- s) **User Material**: any information, documentation and/or data of Users, including personal data, entered text, spoken or recorded sound, images, videos and software that, by using the Digital Service, are posted on our platform by User(s);
- t) **Customer**: the legal entity or natural person with whom Noordhoff has entered into an Agreement;

#### 2 Applicability

- 2.1 These General Terms and Conditions apply to any offer and/or Agreement made with Customer. Applicability of Customer's general terms and conditions are hereby expressly rejected.
- 2.2 A deviation expressly agreed in writing applies only to the offer or Agreement where the deviation is made.

#### 3 Supply and ordering

- 3.1 An offer by Noordhoff, in any form whatsoever, counts as an invitation to Customer to place an order. Any offer is without obligation and Noordhoff is free at all times to refuse an order from Customer.
- 3.2 Customer places an order by accepting an offer from Noordhoff. An Agreement comes into effect the moment Noordhoff has confirmed the order.
- 3.3 Noordhoff reserves the right to impose restrictions on the frequency of orders.

#### 4 Price

- 4.1 Customer shall pay the agreed price, failing which the prices at the time of conclusion of the Agreement shall apply.
- 4.2 Noordhoff reserves the right to change the rates annually or due to unforeseen circumstances. Amended prices and rates shall apply to Customer from the moment they are announced. *If Customer is a consumer and the price is changed within three (3) months after the conclusion of the Agreement, Customer may dissolve the Agreement within one (1) month after notification to Customer.*
- 4.3 All prices communicated by Noordhoff are exclusive of shipping, administrative and transport costs. Sales tax (VAT) is included in the price unless otherwise stated. A discount is calculated over the price of the Learning Resource or Service, excluding any additional costs.
- 4.4 If Customer is a business customer, Noordhoff may set a credit limit for Customer, per order or per delivery, under conditions to be set by Noordhoff. Noordhoff is not obliged to make deliveries if a credit limit is exceeded.

#### 5 Use of Digital Products and Folio Products

- 5.1 The intellectual property rights referred to in Article 13 are vested in Noordhoff or its licensor(s). Customer is only granted a limited, non-exclusive and non-transferable right to use a Digital Product for a certain period of time (the "Licence") if this has been explicitly agreed in the Agreement.
- 5.2 Learning Resources are transferred in ownership to the ultimate User of the Learning Resource.
- 5.3 If Customer is a corporate Customer and gains possession of a Learning Resource, Customer shall be deemed to be holder for the ultimate User for or on behalf of whom such corporate Customer received the Learning Resource. In case ownership of a Learning Resource is required to be transferred to the Ultimate User through the Corporate Customer, Customer shall affect such transfer.
- 5.4 A Corporate Customer is not permitted, in view of what is stated in the previous paragraph of this article regarding transfer of ownership, to prohibit a User from using the Learning Resource as he sees fit (including making notes and shading). Furthermore, a Corporate Customer is not permitted to take back a Learning Resource intended as a consumable at the end of a school year, whether or not with a view to further marketing or reuse of the Learning Resource.
- 5.5 The conditions for the use of Digital Products and Folio Products are set out in the Product Terms.
- 5.6 Use is intended solely by Users for their own personal and non-commercial use and, if the Customer is a business customer, for internal business purposes. A Learning Resource may only be used on computer configurations of the Customer, unless otherwise agreed in the Agreement or the Product Terms and Conditions or if, in Noordhoff its opinion, the Product is expressly aimed (partly) at home access.



- 5.7 The Licence is granted for the period mentioned in the Agreement, failing which a period of one (1) year applies. For e-books, Noordhoff will grant a Licence for a period of thirty (30) years.
- 5.8 The Licence may be used by one User, unless the Agreement specifies a different number of Users. If Customer is an educational institution and the Agreement has a term longer than one (1) year, Customer may specify an annual deviation in the number of Users if this falls within a reasonable fluctuation in pupil numbers.
- 5.9 Customer is responsible that the use by its Users is in accordance with the Terms of Use.
- 5.10 A Digital Product and/or Service may not be edited, reproduced, disclosed, lent, rented, sold, made available to others by Customer and Customer may not otherwise exceed the Licence. Security measures taken in Digital Products or Digital Services may not be removed or circumvented by Customer. By using the Digital Product itself, Customer also accepts the Terms of Use.
- 5.11 Noordhoff reserves the right to change the content or functionality of its Digital Products and/or Digital Service. If the Digital Product is not made available via the Digital Service, the Customer is responsible for installing updates himself.
- ## 6 Subscriptions
- 6.1 If delivery of a Subscription has been agreed, Noordhoff shall deliver the Digital Product and/or Digital Service during the subscription period until the moment of lawful termination by Customer.
- 6.2 A Subscription is entered into for the duration of one (1) year, unless otherwise agreed. Customer may terminate the Subscription towards the end of the initial subscription period by sending a written notice to Noordhoff. This notice must be received no later than one (1) month before the end of the initial subscription period.
- 6.3 After expiry of the initial subscription period, the Subscription is tacitly renewed for one year. Customer may cancel the Subscription from that point onwards at any time with a notice period of one (1) month.
- ## 7 Use in education
- 7.1 The Customer may use short sections of Learning Resources and/or a Digital Product for educational purposes, falling within a curriculum, without Noordhoff its permission, provided that the following requirements are met:
- The use is justified by a non-commercial purpose;
  - Use is done only for explanatory purposes and therefore not as a substitute for education;
  - Client is a non-commercial educational institution;
  - The names of the creators, including "Noordhoff" and the authors, are clearly stated;
  - Customer pays an equitable fee for use;
  - The requirements of Section 16 of the Copyright Act have been met.
- 7.2 Customer should turn to the *Stichting PRO (Publicatie- en Reprorechten)* for payment of fair compensation.
- 7.3 Customer may order an assessment or user copy if Customer is a teacher affiliated to an educational institution and wishes to use a Learning Resource for teaching purposes in a curriculum. Additional conditions apply to assessment and user copies, including a maximum order frequency and quantity limitation.
- 7.4 Assessment and user copies are intended exclusively for respectively assessing the Learning Resource before using it in teaching or repairing an already ordered Learning Resource in need of replacement due to damage or loss. Use for other purposes is expressly prohibited.
- 7.5 If Noordhoff detects any violation of the provisions of article 7.3 or 7.4 mentioned, Noordhoff is entitled to cancel the discount on the relevant Learning Resources. By letting the discounts on these Learning Resources lapse, the Customer shall still owe the normal product price of these Learning Resources.
- ## 8 Delivery and transport
- 8.1 Delivery of Learning Resources to Customer takes place:
- for Folio Products: by delivery of the Learning Resources to the address specified by the Customer or, if the Customer has indicated to use the services of a Supplier for delivery, by handing them over to its Supplier;
  - for other Learning Resources: making them remotely available to Customer via (i) Customer's Account on the Noordhoff platform, (ii) Customer's Account on a platform through which Noordhoff makes its Learning Resources available or (iii) via a token, access code or other digital delivery method.
- 8.2 After delivery by Noordhoff, Customer is responsible for loss, damage or other forms of depreciation.
- 8.3 Any agreed deadline for delivery is deemed to be approximate and, even when a date is communicated by Customer, always refers to a target date and not a deadline.
- 8.4 If a token, access code or other digital delivery method is used, it is provided only once, is valid for a specific period and is to be used only by the person or persons authorised to do so under the Agreement or agreements made with Noordhoff. Customer shall treat the token, access code or other digital delivery method strictly personal and confidential. The Customer is not permitted to make a token, access code or other digital delivery method publicly accessible or otherwise enable unauthorised access by other persons, unless expressly permitted in writing by Noordhoff.
- 8.5 The Customer must itself provide the necessary computer configuration (including hardware, network connection, bandwidth, software and associated operating systems on which the Digital Product and/or Digital Service can operate) and install/configure the Digital Product and/or Digital Service.
- 8.6 If Customer takes care of the transport of Learning Resources itself, transport is at Customer's risk.
- ## 9 Retention of title
- 9.1 All Learning Resources delivered and to be delivered remain the full property of Noordhoff until all payments have been made in full by the Customer. Customer is obliged to keep all materials delivered under retention of title carefully and recognisably as property of Noordhoff.
- 9.2 All Learning Resources supplied by Noordhoff are presumed to be the property of Noordhoff, even if they are under the control of the Customer or User(s).
- 9.3 Customer is not authorised to pledge or otherwise encumber the Learning Resources and/or Services subject to retention of title.
- 9.4 If third parties wish to seize, or have seized, or establish or assert other rights to the Learning Resources delivered under retention of title, the Customer is obliged to inform Noordhoff thereof as soon as possible.
- 9.5 The Customer undertakes to insure and keep insured the Learning Resources delivered under retention of title against the usual risks (including liability, fire, storm, burglary and water damage) and to make the policy of this insurance available for inspection by Noordhoff on first request. In case of damage to the Learnings delivered under retention of title, the insurer's payment will be paid to Noordhoff.
- 9.6 In the event that Noordhoff wishes to exercise its property rights as indicated in this article, the Customer hereby grants unconditional and irrevocable permission to Noordhoff or third parties to be appointed by Noordhoff to enter all those places where the property of Noordhoff is located and to take back those Learning Resources.
- 9.7 If a Digital Product has been delivered on one or more electronic data carriers, these data carriers shall also remain Noordhoff its property, without prejudice to the Customer's duty of care and the transfer of risk. The Customer is not permitted to put a Digital Product delivered on a digital data carrier into circulation, for example by selling, renting or lending it.
- ## 10 Warranty
- 10.1 Noordhoff guarantees for the duration of the Agreement that the Learning Resources function according to the product information, unless deviations are of minor nature and seriousness.
- 10.2 The guarantee only extends, at Noordhoff its discretion, to:
- recovery of a Folio Product;



- b. In the case of a Digital Product: correction of a defect in a subsequent Update within a reasonable period of time; or
  - c. taking back the Digital Product and interim termination of the Licence against refund of payments made during the period when the Digital Product was defective.
- 10.3 The guarantee only applies to defects that have not been caused by, on behalf of or at the expense of the Customer, its Supplier and/or its Users and only if this has been reported to Noordhoff in good time and in writing.
- 10.4 A warranty for an earlier version of a Digital Product expires when an update becomes available.

## 11 Non-compliance

- 11.1 Client should check the delivered goods for shortcomings immediately after delivery and report any complaints to Noordhoff in writing without delay. If a complaint is not timely reported to Noordhoff in writing, within seven (7) days after detection, the Customer's claims lapse.
- 11.2 Noordhoff will respond to Customer's complaint within fourteen (14) days. If a complaint requires a longer processing time, Noordhoff will inform Customer accordingly. A submitted complaint does not suspend Customer's payment obligation.
- 11.3 *If Customer is a consumer and the Noordhoff complaint procedure has not led to a satisfactory result, Customer can go to the European Commission's online dispute resolution portal at <https://ec.europa.eu/odr>.*

## 12 Services

- 12.1 Noordhoff strives for optimal availability of its Digital Service, without guaranteeing this. The Digital Service is made available to the Customer in its current state ("as is"), with no guarantee of fitness for a particular purpose, faultless operation or correction of defects in the Digital Service.
- 12.2 Noordhoff shall make every effort to provide optimum availability of the Digital Service during office hours, with the exception of national Dutch holidays. As far as possible, work will not be carried out within the aforementioned times. Noordhoff will inform the Customer in good time of maintenance within normal working hours.
- 12.3 If the Digital Service is (temporarily) unavailable, the Customer is not entitled to suspend payments due or to request a refund of amounts already paid.
- 12.4 Where there is a problem or defect as a result of improper use of the Service or a Learning Resource by Customer or its affiliated Users, support costs will be charged to Customer.
- 12.5 The Customer is obliged to establish, maintain and implement adequate procedures and control mechanisms to prevent damage due to irregularities in the Digital Service or Digital Product.
- 12.6 An Event of Noordhoff can be attended if Customer has registered. Customer must pay in advance for an Event, unless otherwise stipulated. Noordhoff reserves the right to cancel an Event up to two days before the start of the Event, without being liable for any compensation, for example if the minimum number of participants is not met.
- 12.7 An Event is subject to cancellation conditions, failing which the full cost will be charged if Customer requests cancellation less than one month before the start of the Event. Customer can have another person take his/her place at the Event, or if possible redeem physical and online participation, if Customer cannot participate in person.
- 12.8 Insofar as a Digital Service is offered to the Customer, Noordhoff shall make every effort to make a periodic copy (back-up) of the data stored within the Digital Service. If circumstances have occurred through the actions of Noordhoff, whereby processing operations may have been destroyed or rendered unusable, Noordhoff will make every effort to restore, without being able to guarantee restoration. Insofar as making backups or saving data is offered as a functionality by Noordhoff, the Customer remains responsible for making backups of data and User Material.
- 12.9 Unless otherwise agreed, Noordhoff is not liable for loss of (personal) data or User Material.

## 13 Return of Learning Resources

- 13.1 The return of Learning Resources is excluded.

- 13.2 Noordhoff may allow Customer to return Learning Resources, provided that the Learning Resources to be returned are complete and undamaged and in the original and closed packaging. The costs of return shall be borne by the Customer. Noordhoff is entitled to impose additional conditions for returns.

## 14 Right of withdrawal for consumers

- 14.1 *If the Customer is a consumer and has concluded a distance contract with Noordhoff, the provisions of this article apply with regard to returns.*
- 14.2 *Customer may, notwithstanding Article 13(1), revoke a distance agreement relating to the purchase of Learning Resources during the reflection period of up to fourteen (14) days. The reflection period starts from the day the Customer has received the Learning Resources or, in case of a Subscription, the day on which the first delivery is received by (or on behalf of) the Customer.*
- 14.3 *The right of withdrawal does not apply to separate parts of a (combined) Learning Resource. Customer does not have a right of withdrawal if Learning Resources and/or Services have been manufactured according to Customer's specifications, the seal of a Digital Product delivered on a physical data carrier has been broken or a Digital Product has been delivered in full by means of a download from Customer.*
- 14.4 *If Customer exercises the right of withdrawal, this must be reported to Noordhoff. Current contact information can be found at [www.noordhoff.nl/contact](http://www.noordhoff.nl/contact). Within fourteen (14) days after notifying Noordhoff, Customer shall return or hand over the Learning Resource to Noordhoff. Customer shall bear the costs of returning the Learning Resource.*
- 14.5 *During the reflection period, Customer shall handle the Learning Resource with care and shall only unpack or use the Learning Resource to determine the nature, characteristics and functioning of the Learning Resource. Customer may only handle and inspect the Learning Resource as it would be allowed to do in a shop.*
- 14.6 *Noordhoff emphasises that the risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with Customer.*

## 15 Payment term and invoicing

- 15.1 Customer shall pay Noordhoff its invoices no later than thirty (30) days after the invoice date to a bank account to be specified by Noordhoff, unless otherwise agreed in writing.
- 15.2 If the payment term mentioned in paragraph 1 is exceeded, the Customer will be in default immediately and without further notice of default. Noordhoff is then entitled to charge the applicable statutory interest, and if relevant the applicable credit interest, to the Customer. This is without prejudice to Noordhoff its right to hand over the claim for collection. In that case, as from the date of default, the Customer will owe Noordhoff the statutory interest, any credit interest, judicial collection costs and the costs for obtaining extrajudicial settlement.
- 15.3 If the Customer is a business customer, the Customer is not authorised to deduct, set off or suspend payment of an amount with a counterclaim claimed by the Customer without written permission from Noordhoff.

## 16 Intellectual property rights by Noordhoff

- 16.1 The intellectual property rights relating to all Noordhoff products and services, including Learning Resources, the Licence and supporting digital material, belong to Noordhoff or its suppliers.
- 16.2 Use of the Digital Product and/or Digital Service may require third-party software subject to third-party licences.
- 16.3 Nothing in these General Terms and Conditions constitutes a transfer of intellectual property rights by Noordhoff.
- 16.4 Processing by artificial intelligence is not permitted. Copyrights, database rights and neighbouring rights are expressly reserved by Noordhoff.

## 17 User Material

- 17.1 Client is responsible and liable for the User Material posted on Noordhoff its platform by its affiliated Users. A User is affiliated to Customer if the User takes education at



Customer, teaches at or on behalf of Customer or is otherwise affiliated to Customer.

- 17.2 Customer warrants that the User Material (i) is not misleading, inappropriate or inaccurate, (ii) is not in any way discriminatory and/or derogatory or otherwise offensive or, in the opinion of Noordhoff, contrary to public morals or good order, (iii) does not contain any promotional material, chain letter, junk mail or spam and no hyperlinks to websites, (iv) is not harmful or otherwise has a negative effect on the reputation of other users of the platform, Noordhoff, our employees or companies affiliated to Noordhoff, (v) does not violate any laws or regulations or our General Terms and Conditions, (vi) does not infringe the rights of third parties or otherwise be unlawful towards third parties and/or Noordhoff and (vii) complies with [Noordhoff its Privacy Policy](#) and applicable laws if the User Material contains personal data.
- 17.3 If the Customer and/or its Users violate this article, there is an infringement of Noordhoff its intellectual property rights, subject to proof to the contrary.

## 18 Enforcement of intellectual property rights

- 18.1 Noordhoff indemnifies the Customer against claims by third parties that the Learning Resource developed by Noordhoff infringes that third party's copyright, provided that:
- Noordhoff has been notified in writing of the claim within five (5) working days;
  - no changes have been made to the Learning Resource by Customer or its affiliated Users; and
  - the use of the Learning Resource has not contravened the Agreement.
- The indemnification only applies if the Customer leaves the handling of the case, including conducting settlement negotiations, to Noordhoff and provides full cooperation to Noordhoff.
- 18.2 Noordhoff and its licensor(s) may take technical measures to protect intellectual property rights. Customer may not remove or circumvent the protection. Noordhoff may impose (temporary) restrictions regarding the scope of the Licence, the number or type of devices on which a Learning Resource or Service can be accessed, if necessary for enforcement purposes.
- 18.3 If Customer violates article 5, 7 and/or 16, Noordhoff may suspend the Customer's access to the Learning Resource and/or Account with immediate effect, without prejudice to Noordhoff its right to recover from the Customer the damages suffered and costs incurred by it in connection with the relevant actions. Noordhoff shall not be liable for the consequences of suspension as referred to in this article.
- 18.4 Noordhoff may, during and after the expiry of the Agreement, examine (or have examined) at the Customer's premises whether the Customer uses (has used) the Learning Resource and/or the Service in accordance with the Agreement at unequal cost.

## 19 Liability

- 19.1 If there is an attributable shortcoming by Noordhoff, the Customer must immediately give Noordhoff written notice of default and offer Noordhoff a reasonable term to remedy the shortcoming. Only after this reasonable period has expired and Noordhoff continues to fail imputably in the fulfilment of its obligations can Noordhoff be held liable for damages.
- 19.2 Noordhoff is not liable for consequential damage including, but not limited to, loss of profit, damage to image, claims of third parties, damage resulting from incorrect or incomplete information in Learning Resources, (incorrect) use of Learning Resources, actions and decisions of Customer and/or Users, references or hyperlinks to external sources and damage in connection with the Fixed Book Price Act.
- 19.3 If and insofar as any liability might appear to rest with Noordhoff, this liability will at all times be limited to the amount paid out under Noordhoff its insurance policy in that case, increased by the excess if the amount to be paid out will be offset against it. If no payment is made, Noordhoff its liability will be limited to the total of the amounts paid by the Customer to Noordhoff in the twelve (12) months prior to the harmful event for the Learning Resource or Service in respect of which such liability arose, with a maximum of EUR 10,000.

- 19.4 A limitation of liability does not apply if damage is the result of intent or deliberate recklessness.

## 20 Force majeure

- 20.1 Noordhoff is not obliged to fulfil any obligation if and insofar as it is prevented from doing so as a result of force majeure. Noordhoff will inform Customer as soon as possible of an (impending) force majeure.
- 20.2 In addition to what is understood in this respect in the law and jurisprudence, force majeure is understood to mean all external causes, foreseen or unforeseen, which are beyond the control of a party but as a result of which a party is unable to fulfil its obligations under the Agreement. External causes shall also include: government measures, strikes, exclusions or other problems in production by Noordhoff or its suppliers, storage or transport, war, threat of war, riots, illness and/or accident of personnel, pandemic, electricity failure, flooding, fire, changed government measures, legal intervention, import restriction or other government-imposed restrictive measure, hacking, cybercrime attacks, computer viruses, failures in telecommunication/network facilities, extreme weather conditions as well as other events as a result of which Noordhoff, beyond its control, is not reasonably able to fulfil the Agreement.
- 20.3 If the force majeure lasts longer than three (3) months, both Noordhoff and the Customer have the right to dissolve the Agreement in writing, either in full or in part, insofar as the force majeure justifies this.
- 20.4 In case of force majeure, Customer is not entitled to any (damage) compensation.
- 20.5 Insofar as Noordhoff has fulfilled its obligations under the Agreement at the time the Force Majeure occurred or was able to fulfil them, Noordhoff is entitled to separately invoice the part already fulfilled or to be fulfilled respectively. The Customer is obliged to pay this invoice as if it were a separate Agreement.

## 21 Personal data protection and security

- 21.1 The parties shall comply with applicable laws and regulations in the Netherlands regarding the protection of personal data. The parties establish that Customer is the 'processing controller' and Noordhoff acts as its 'processor' within the meaning of the AVG.
- 21.2 If Customer is a business customer, the parties shall enter into a processing agreement, in which agreements are made regarding the security of the Learning Resources and the personal data to be processed by Noordhoff on behalf of Customer (the "**Processing Agreement**").
- 21.3 To the extent that Customer is an educational institution for primary and/or secondary education, Parties shall comply with the provisions of the Privacy Covenant for Digital Educational Resources to the extent that the Learning Resources and Customer both fall within the scope of this Covenant.
- 21.4 Customer indemnifies Noordhoff against all claims by third parties relating to the processing of personal data made available to Noordhoff.

## 22 Secrecy

- 22.1 Parties shall make every effort to prevent Confidential Information of the other Party from coming to the knowledge or into the hands of third parties. This does not apply if the designated Party demonstrates that certain information is already publicly known, other than through breach of this confidentiality obligation.
- 22.2 Noordhoff is allowed to mention the fact that Customer is one of its customers in advertisements, publicity material and other marketing activities, unless Customer has stated in writing that he does not consent to this.

## 23 Termination

- 23.1 Parties have the right to terminate the Agreement without notice of default or judicial intervention and with immediate effect, without prejudice to the right to full damages, if the other Party:
- files or is filed for bankruptcy or this Party is declared bankrupt,



- b. applied for or obtained suspension of payments or otherwise lost free control of its assets.
- 23.2 Noordhoff may terminate the Agreement with immediate effect or suspend its obligation under the Agreement if the Customer fails to meet one or more substantial obligations towards Noordhoff, or fails to do so on time or in full, without prejudice to Noordhoff its right to full compensation for damages.
- 23.3 Customer is obliged to notify Noordhoff as soon as possible (in writing) of:
- a (proposed) change of control of the Customer's business;
  - b. the acquisition of (partial or full) control by Customer over one (or more) third-party company(ies).
- 23.4 If one of the circumstances mentioned in the previous paragraph of this article occurs, Noordhoff is entitled to terminate the Agreement with immediate effect without judicial intervention, without prejudice to Noordhoff its right to full compensation and without being liable to pay any damages to the Customer.
- 23.5 If Customer is a business customer and wishes to terminate the Agreement prematurely due to a switch to a method from another provider, Customer shall owe the agreed amount for the remaining term of the Agreement at once.
- 24 Applicable law and competent court**
- 24.1 The Agreement shall be governed by Dutch law.
- 24.2 The court of the district of Midden-Nederland, location Utrecht, shall have exclusive jurisdiction in any dispute relating to the Agreement.
- 25 Other provisions**
- 25.1 Notices that the parties will give to each other under the Agreement shall be in writing (including by e-mail).
- 25.2 The person entering into the Agreement on behalf of the Customer declares that he is authorised to do so.
- 25.3 Failure to exercise any right under the Agreement does not constitute a waiver of that right. Waiver of right must be made expressly and in writing.
- 25.4 Provisions which by their nature are intended to continue even after the termination or expiry of the Agreement shall continue to apply after the termination of the Agreement.
- 25.5 If one or more of these provisions in the Agreement and/or these General Terms and Conditions are invalid, contrary to the law or unenforceable, this shall not affect the validity of the remaining provisions. The parties will negotiate in good consultation about a substitute provision that follows as much as possible the purport of the invalid or unenforceable provision
- 25.6 Noordhoff may transfer all or part of its rights and obligations under the Agreement to a third party. If assignment takes place, Noordhoff will inform the Customer in writing. *If the Customer is also a consumer, he will be authorised to dissolve the Agreement in that case.*
- 25.7 Additional or different terms and conditions to the Agreement shall only apply if and insofar as they have been expressly agreed in writing with Noordhoff.
- 25.8 Noordhoff applies a code of conduct, published on [www.infinitaslearning.com](http://www.infinitaslearning.com), which serves as a guideline when conducting business transactions with (potential) suppliers. If Customer is a business customer, it declares to have taken note of and guarantees to (continue to) act in accordance with this code of conduct.
- 25.9 The Customer is not permitted to transfer the rights and obligations under the Agreement to a third party without prior written permission from Noordhoff. Noordhoff is entitled to attach further conditions to the granting of permission.

Last updated on Tuesday, 11 February 2025

---