



GENERAL TERMS AND CONDITIONS MAMMOET ACADEMY 2014

These general terms and conditions of Mammoet Academy are part of every agreement between Mammoet and Client concerning trainings, courses and/or instructions, and all further resulting agreements or agreements connected with that, and of all tenders, offers, declarations of intent, assignments, assignment confirmations and other documents and proceedings made and/or executed in preparation of and/or previously to and/or in connection to an Agreement.

No terms and conditions of any nature and of any name used by the Client and/or which the Client is referring to are applicable and all such terms and conditions are hereby rejected explicitly by Mammoet.

1. Definitions

- a) "General Terms and Conditions": these terms and conditions;
- b) "Course Participant": the person/persons who take the Course;
- c) "Course": the Course offered by Mammoet;
- d) "Course Duration": the period/duration of the Course;
- e) "Course Costs": the expenses paid by the Client to Mammoet for taking the Course, as is agreed in the Agreement;
- f) "Documentation": the course material, drawings, technical specifications or other specifications, designs, calculations, models, prototypes and other documents placed or to be placed at the Course Participant's disposal by Mammoet with respect to and/or concerning the Course;
- g) "Exam": an exam held by Mammoet or an examination office and which is part of the Course;
- h) "Examination Regulations": the Examination Regulations which are in force at the time of enrolment for the Course applicable to the Exam;
- i) "Location": location where the Course takes place;
- j) "Equipment": the equipment and/or the materials Mammoet is using for/at the Course;
- k) "Mammoet": the entity of Mammoet concerned, which is offering and holding the Course, including staff/subordinates and third parties, such as relief persons, which it brings in for/at holding the Course;
- l) "Client": the person or artificial person who enters into an Agreement with Mammoet concerning the Course;
- m) "Agreement": the private agreement between Client and Mammoet with respect to taking or holding the Course;
- n) "Party": Mammoet or the Client;
- o) "Parties": Mammoet and the Client collectively;

2. Enrolment for the Course

- 2.1 The Client may enroll the Course Participant for the Course by email, fax, in writing or by phone. An enrolment by phone is to be timely confirmed in writing by the Client;
- 2.2 Should the enrolment not be completed or not be completed on time, or the Course Costs are not paid or not paid on time, then Mammoet may refuse the Course Participant to participate. Furthermore, Mammoet is not obliged to offer the Course for which the Course Participant/Client has enrolled, provided that Mammoet is bound to retribute the Course Costs in that case.

3. Requirements

Client sees to it that the Course Participant meets all the basic qualifications or other qualifications that are required according to Mammoet, and is medically fit to take the Course. Mammoet preserves the right to still refuse a Course Participant in case the Course Participant does not/appears not to meet the qualifications Mammoet considers to be necessary to be able to take the Course, or in the event of the Course Participant not being medically fit to be able to take the Course.

4. Enrolment, payment and cancellation

- 4.1 Unless agreed otherwise in the Agreement, the Client will be held to pay the entire Course Costs, including VAT, in the event of a cancellation of the Course by the Client and/or Course Participant.



- 4.2 The Client is held to pay at least 20% of the Course Costs, with a minimum of EUR 50.-- in the event of the Client reporting to Mammoet, within ten days before the commencement of the Course, wishing to postpone taking the Course. Additional costs with respect to/concerning postponing the Course and/or an Exam are on account of the Client.
- 4.3 In the event of the Course Participant not appearing on the Course or proving not to meet the qualifications as mentioned in article 3, the Client is/remains indebted to Mammoet for the complete Course Costs, including VAT.
- 4.4 Mammoet reserves the right to cancel the Course and/or the placement of a Course Participant within five working days before the commencement of the Course. Mammoet is not liable for any costs/damages resulting from the cancellation.
- 4.5 In the case of the Client cancelling the Course later than the permitted time, as specified in this article 4.1, or if the Course Participant is, for any reason, not able to complete the Course, Mammoet may decide to have the Course Participant take an alternative Course. However, Mammoet is under no obligation to do so.
- 5. Course Costs and Payment**
- 5.1. The Course Costs are to be paid within 15 working days from the moment of receiving the invoice from Mammoet. In the event of the Course Costs not being paid on time, Mammoet is allowed to refuse the Course Participant to attend the Course.
- 5.2 Course Costs are excluding VAT.
- 5.3 The costs of an Exam are not incorporated in the Course Costs, unless agreed otherwise by Parties.
- 5.4 In the event of the Client not paying the Course Costs within the set deadline, all costs Mammoet has to make to collect the Course Costs are at the expense of the Client. These costs amount to at least EUR 250.--.
- 5.5 In the event of the Course Costs not being paid by the Client upon expiry at the latest, he/she is in default, without any proof of default required, and he/she is indebted default interest to Mammoet at the size of 1.5% per month over the amounts indebted from the date of expiry concerned.
- 6. Identification, Documentation, absence teacher & Exams**
- 6.1 The Course Participant is under obligation to show valid proof of identification when requested by Mammoet.
- 6.2 All Documentation is and remains in the ownership of Mammoet, unless agreed otherwise, and all intellectual rights of ownership in the documentation belong to and will continue to belong to Mammoet.
- 6.3 In case of illness and/or absence of a teacher, Mammoet will –as far as possible – see to an equal replacement. If replacement proves not to be possible, Mammoet will notify the Course Participant and present a proposal for an alternative course date/alternative course dates. In the case of illness and/or absence of a teacher, the Client as well as the Course Participant do not reserve the right for damages. Client nor Course Participant is able to cancel the Course free of charge(i), nor (ii) to prematurely terminate the Agreement because of the fall out of a teacher.
- 6.4 The Course will be concluded by Mammoet with an Exam. Mammoet or an Examination office will hold the Exam. The Exam is an integrated part of the Course. During the Exam, the Examination Regulations of the examining authorities are applicable. The Examination Regulations will be placed at the Course Participant's disposal on first demand and/or the Examination Regulations can be consulted on the Mammoet website.
- 6.5 Mammoet takes care of the enrolment of the Course Participant for an Exam. The Client and the Course Participant are responsible for providing all information required on time, complete and accurate.
- 6.6 In the event of a Client and/or Course Participant cancelling an Exam, Mammoet is allowed to charge cancellation costs to the Client. In the case of cancellation, cancellation costs amount to the exam costs at least.
- 6.7 Postponing or bringing an Exam forward at the request of the Client and/or the Course Participant is solely possible if the Exam will also be held on another date. Postponing or bringing the Exam forward will be in consultation with Mammoet. Costs that may result from this postponing or bringing forward of an Exam will be charged to the Client.



6.8 Mammoet will present a diploma/certificate of the Course, after the Course Participant has followed the Course completely and has passed the Exam with a satisfactory result.

6.9 Mammoet is in no way responsible for the utility, in the broadest sense of the word, of the diploma/certificate.

7. Equipment

7.1. The Equipment may solely be used by the Course Participant at/for the purpose of the Course. Furthermore, the Equipment may only be used by the Course Participant on Location, and solely in accordance with the specifications and capacities, such as under supervision/coaching – among which instructions—of Mammoet. No other use is permitted.

7.2. The Client as well as the Course Participant acknowledges the Equipment is in the ownership of Mammoet, and will remain in the ownership of Mammoet at all times.

7.3. The Course Participant is obliged to administer the Equipment with due diligence and the Course Participant is ought to handle the Equipment with care.

7.4. The Client as well as the Course Participant is not allowed to carry out repairs on the Equipment and/or to perform maintenance of the Equipment without explicit consent in writing by Mammoet.

7.5. The Equipment is to be returned by the Client, or otherwise by the Course Participant, in the same condition as it was received.

7.6. The Client sees to it, and is answerable for the Course Participant to observe the specifics of this article 7.

8. Liability

Except for damage resulting from willful misconduct or grossly negligent breach of obligation, Parties are not liable towards each other in terms of damage or consequential loss, for example concerning/as a result of injury or death, which is connected to or results from the Course or taking the Course. Proceedings by the Client and/or the Course Participant in breach of the specifics described in previously mentioned article 7, classify as gross negligence.

9. Insurances

9.1. The Client is to see to it that he/she as well as the Course Participant have sound insurances to cover the risks resulting from/associated with taking the Course during the Course period. Furthermore, the Client will take out all mandatory legal insurances which are required by the legislation applicable for him/her, as well as for the Course Participant.

9.2. If requested by Mammoet, the Client will provide a certificate and/or other sound proof as regards to the existence of the insurances as described in this article 9 on first demand, previously to the Course.

10. Force Majeure

10.1 By force majeure are meant circumstances, conditions and/or events which cannot be influenced by any Party, and which take place without breach of obligation or negligence of any Party, and which cannot be avoided or prevented by taking reasonable measures, that temporarily or permanently preclude the execution of any binding obligations – with the exception of payment liabilities – under the Agreement, such as union strikes, mutiny, quarantine, epidemics, war – declared or undeclared – , terrorism, blockades, embargos, insurrection, demonstrations, uprisings, fires, storms and/or other extreme weather conditions and/or other freaks of nature, on the condition that no cause for, or contribution to the events is given.

10.2 If the execution of the Course is temporarily hindered by Mammoet due to a case of force majeure, the case of force majeure will only result in the execution of the Course being postponed by Mammoet, and such case will not give cause for the Client for non-observance of the liabilities to pay from the Agreement, according to the specifics of the Agreement.

10.3 If the execution of the Course is permanently hindered by Mammoet, due to a case of force majeure, or is temporarily hindered due to a case of force majeure for a period which is expected to last more than 60 – sixty – days, the Client is empowered to dissolve the Agreement. Mammoet is not liable for any loss, costs or damage except for refunding the Course Costs in proportionality to the progression of the Course.



11. Delay and Postponement

- 11.1 Mammoet is empowered to defer the execution of its obligations from the Agreement partially or completely in the event of the Client and/or the Course Participant being negligent in fulfilling one or more of his/her obligations from the Agreement, or stopped fulfilling one or more of his/her obligations from the Agreement, under which is included the payment of any amount due on account of the Agreement, without any previous statement of proof of default is required.
- 11.2 In the event of the commencement and/or continuation of the Course being postponed and/or deferred due to circumstance or circumstances not being force majeure, caused by Mammoet, Mammoet will not be liable for any loss, costs or damage.

12. Prescription and expiration

- 12.1 All claims on account of the Agreement become prescribed by the expiration of twelve months.
- 12.2 Every claim towards Mammoet will dissolve by the expiration of 18 – eighteen – months.

13. Applicable law and jurisdiction

- 13.1 All agreements on which these terms and conditions apply, and all further resulting agreements, are solely governed by, and

construed in accordance with, the laws of The Netherlands.

- 13.2 All disputes arising in connection to the Agreement, or further resulting agreements, will be brought before and maintained exclusively in the District Court of Rotterdam (Rechtbank Rotterdam).

14. Miscellaneous

- 14.1 The headings of the articles of these General Terms and Conditions are solely intended for the arrangement and are of no influence on the interpretation of the regulations concerned.
- 14.2 In the event of any regulation or any part of the Agreement or of these General Terms and Conditions proving to be invalid or non-performable, for whatever reason, then this being invalid and this being non-performable is restricted to that regulation and has no further effect. All such invalid or non-performable parts of the Agreement or these General Terms and Conditions will be replaced – or be held to be replaced – by regulations which are not invalid, nor non-performable, and with as few differentiations as possible from the invalid and/or non-performable regulations, considering the intentions of the Agreement and of the General Terms and Conditions and of the regulations concerned.