

# **General terms and conditions NRT Netherlands**

## **Article 1 Definitions**

1. NRT Nederland, established in Groenekan and registered under Chamber of Commerce number 30272049, is referred to in these general terms and conditions as NRT Nederland.
2. The other party is referred to as a customer.
3. The agreement means the agreement on the basis of which NRT Nederland perform work for the customer against payment and where the general conditions have been declared applicable.

## **Article 2 Applicability of general terms and conditions**

1. These general terms and conditions apply to all quotations, invoices and activities and all concluded agreements to which NRT Nederland applies these terms and conditions applicable, unless agreed otherwise in writing.
2. NRT Nederland is entitled to change the general terms and conditions if she deems necessary. In such a case, NRT Nederland will issue a new version of the sent Terms and Conditions. If the new version is a major change that has adverse consequences for the customer, the customer has the right to terminate the agreement.
3. The terms and conditions also apply to those engaged by NRT Nederland third parties, unless otherwise agreed.
4. The applicability of the customers own General Terms and Conditions become explicitly rejected.
5. If one or more provisions are wholly or partially void or voidable, the other provisions will continue to apply.

## *Workshops*

### **Article 3 Offer**

1. If the offer has a limited period of validity, or under certain conditions occurs, this will be explicitly stated.
2. The offer must be confirmed in writing.
3. By accepting the offer, you agree to the General Terms and Conditions.
4. NRT Netherlands cannot be held to the offer if customer could understand that the offer or part thereof contains an obvious mistake or error.
5. Activities outside the offer are regarded as additional work and become billed as such.

### **Article 4 Enrollment in the Workshop**

1. Registration takes place in order of entry. NRT Netherlands is entitled allow a maximum number of participants for a workshop. If the max number of participants has already been reached, the customer will be placed on the waiting list for the next Workshop in line.
2. There is no commitment when you are placed on the waiting list. The commitment arises at the final admission to the workshop.
3. After registration, the customer receives written confirmation of registration, the invoice and any further instructions. After receiving the registration confirmation, registration is definite.

## **Article 5      Rates and payments**

1. The customer agrees to this agreement for a certain period of time unless both parties agree otherwise due to the nature of the agreement
2. The agreed rate and what is included is stated in the offer. The costs for the workshop is included, however the cost of the optional Home Study and/or reflex hammer is not included unless the client as indicated that they would like to pre-purchase these items.
3. NRT Nederland has the right to increase its rates. If the rate increase takes place within 3 months after entering into the agreement, the customer is entitled to break the agreement from the moment of the rate increase.
4. Invoices must be paid within 14 calendar days of the invoice date, unless a different term has been agreed on the invoice or the workshop commences earlier.
5. After two reminders have been sent to the customer and the customer still did not fulfill their obligations, all reasonable costs to achieve payment will be charged to the customer.
6. In the event of liquidation, bankruptcy, attachment or suspension of payment, claims from NRT Nederland towards the customer can immediately be claimed and already granted licenses expire immediately.

## **Article 6      Provision of information**

1. The customer provides all relevant and necessary information before the workshop in a timely manner to NRT Netherlands.
2. Customer guarantees that all information is correct, complete and reliable, even/also when the information comes from a third party.

3. NRT Nederland will treat all information provided by the customer in a confidential manner.
4. The customer will not sue NRT Nederland against any damage resulting from non-compliance by the customer to the agreements included in this article.

#### **Article 7      Execution of the agreement**

1. NRT Nederland carries out the assignment to the best of its knowledge and ability. She is not responsible for not achieving the result that the customer had in mind.
2. NRT Nederland is authorized to engage third parties in the performance of this work.
3. The customer tries to perform the assignments given by NRT Nederland to the best of their ability.

#### **Article 8      Change and cancellation**

1. NRT Nederland has the right to terminate the agreement when new facts or circumstances arise that cause a disruption in the trust relationship. In such a case, NRT Nederland is not obliged to compensate the customer.
2. When unforeseen circumstances arise and NRT Nederland as a result is prevented from carrying out the assignment, she has the right to interrupt the agreement or move it to another date. This includes unforeseen circumstances in case of illness, extreme weather conditions and circumstances that occur with regard to materials, which are necessary to teach the workshop.
3. If NRT Nederland is unable to carry out the work, she will make every effort to move the workshop to another time. If both parties cannot come to a joint solution, the customer can choose to terminate the contract. The costs already paid will be charged such a case will be settled pro rata.

4. In order to properly achieve maximum results NRT Nederland works with a minimum number of participants. If the minimum number of participants is not reached the relevant edition is cancelled and the customer will receive a refund of the amount already paid unless they choose to forward their tuition to the next available workshop.
  
5. The customer can only cancel in writing. The following cancellation conditions apply:

The customer can cancel the agreement free of charge within 14 calendar days unless the Workshop starts within those 14 days, or the official agreement has been agreed or was already known and the customer has waived the right of withdrawal during the purchase.

Outside the statutory cooling-off period for private individuals, the following cancellation conditions apply:

- Up to 1 calendar month before the Workshop: free of charge
  
- Between 1 calendar month and 3 weeks before the Workshop:  
A charge of €100 administration cost is due
  
- Between 3 and 2 weeks before the Workshop:  
20% of the Workshop (excluding Home Study and / or reflex hammer) is charged amount
  
- Between 2 and 1 week before Workshop:  
30% is payable of the Workshop (excluding Home Study and / or reflex hammer)
  
- Up to 6 days before the Workshop:  
40% of the Workshop (excluding Home Study and / or reflex hammer) will be charged

- If the customer wishes to cancel the Workshop when the Workshop has already started, the customer has to pay the entire amount, unless a legal obligation determines otherwise.
- 6. In the event of premature cancellation, the customer is obliged to return the materials made available, including the manual, to be returned to NRT Nederland. The reflex hammer cannot be returned to NRT because of hygiene reasons.
- 7. If the customer is unexpectedly unable to attend one of the training components, and the customer misses training components the customer must come back another time to complete the Workshop. Only then will a certificate be issued.
- 8. A Home Study can only be purchased *after* completing a training course. If the customer has purchased the Home Study, but wishes to cancel it, the portion of the payment relating to the Home Study will be refunded and the Home Study will be cancelled. Once the Home Study materials are received, it is no longer possible to cancel the purchase.
- 9. Physical products, including the reflex hammer, can only be purchased on location. The right of withdrawal is therefore excluded from these purchases.

## **Article 9      Delivery of physical products**

1. When a customer orders a product after the Workshop, then the cost of shipping will be invoiced to the customer. Products are always sent by registered post with track and trace.
2. The shipping address is the address provided by the customer. NRT Netherlands is not liable for customer errors in supplying their delivery information.
3. NRT Nederland delivers throughout the Benelux, unless specifically agreed otherwise by both parties.

4. NRT Nederland strives to ship accepted orders within 7 calendar days, unless a longer period of time has been agreed by both parties or a product is not in stock.
5. If the delivery is delayed, the customer will be notified as soon as possible. If the shipment takes longer than 30 calendar days and no new date can be agreed between the customer and NRT Nederland the customer has the right to terminate the agreement and withdraw without being charged. NRT Nederland will reimburse the amount that the customer has paid within 14 calendar days after withdrawal.

### **Offline Workshop and Workshop days**

#### **Article 10**

1. NRT Nederland has the right to make changes to the data or location of the Workshop.
2. The customer is never allowed to make any video and/or sound recordings during a Workshop, unless expressly agreed otherwise by NRT Nederland. NRT Netherlands has the right to record and the can be shared with the group. The customer can only be recorded after signing the 5-agreements form. If the customer does not want to be in the recordings they are allowed to indicate this wish and will be excluded from recordings or their face/body will not be used for any training purpose or Social Media purpose.
3. If the customer is a hinder to the group the customer can be excluded from participation. This does not entitle the customer to a refund of the amount already paid.

## *NRT Treatments*

### **Treatments**

#### **Article 11 Offer**

1. An appointment for a treatment can be booked via the online contact form on the website, via WhatsApp or by telephone
2. NRT Nederland cannot be held to its offer if the customer reasonably could understand that the offer, or any part thereof, was an obvious mistake or error contains.
3. An offer does not automatically counts for follow-up appointments

#### **Article 12 Rates and payments**

1. The agreement is for a definite period of time, unless due to the nature of the agreement otherwise agreed by both parties in writing.
2. Payment of a treatment must be made immediately after the treatment, via iDeal or cash payment.

#### **Article 13 Customer information**

1. The customer shall supply all relevant information necessary before treatment. The customer will be informed about the treatment prior to their treatment.
2. NRT Nederland is at all times entitled to refuse an agreement or treatment on the basis of information provided or when hygiene is at stake.

#### **Article 14 Execution of the agreement**

1. RT Nederland carries out the assignment to the best of her knowledge and ability. She is not liable for not achieving the result which the customer had hoped for.
2. In case of pregnancy, treatment is only given after 3 months within their pregnancy.
3. All treatments are subject to the knowledge of the contraindications.
4. NRT Nederland does not offer sensual or erotic massages. Any suggestion in that direction leads to immediate cancellation of the treatment. In such a case, the payment obligation continues to exist for the time NRT Nederland has treated.

#### **Article 15 Change and cancellation**

1. At all times NRT Nederland has the right to refuse a customer for treatment.
2. NRT Nederland is authorized to terminate the agreement if new facts or circumstances arise have arisen, resulting in a breakdown of the relationship of trust. In such a case, NRT Nederland is not obliged to pay compensation.
3. In the event of unforeseen circumstances, NRT Nederland has the possibility to interrupt, move or cancel the agreement. With unforeseen circumstances we are talking about the event of illness of the owner and circumstances that occur with regard to defect materials that are necessary for the proper execution of the agreement. NRT Nederland will inform the customer about this change as soon as possible. In case rebooking is not possible or wanted, the customer can withdraw from the agreement free of charge.
4. 4. An agreed treatment can be rescheduled once free of charge.

## Article 16      **General**

### **Force majeure**

1. In the event of force majeure, both parties can interrupt or move the agreement.  
Force majeure is, among other things, if the performance of the agreement, whether or not temporarily, is prevented by circumstances beyond the reasonable influence of the parties to exercise on. Examples include hospital admissions, accidents, fire, a pandemic, an epidemic or government measures.
  
2. In the case of a business to consumer (private) agreement, the customer cannot be obliged to move the agreement. The obligations arising from the agreement will be suspended as long as both parties cannot fulfill their obligations. When this situation arises, both parties look for a solution. When the situation continues without an appropriate solution, both parties have the right to terminate the agreement without undoing. The costs incurred up to that point and hours worked become due and payable.
  
3. In the case of a business to business (business) agreement, the parties are legally bound to move the Workshop. The payment obligation remains in effect, unless otherwise stated.
  
4. 4. When the customer wants to move the agreement due to a pandemic or epidemic, but the government measures the continuation of the agreement, whether or not in modified form, not impossible, NRT Nederland is entitled to cover the costs associated with charge for the move

## **Article 17    Liability**

1. NRT Nederland is not liable for any damage resulting from this agreement, unless damage was caused intentionally or with gross negligence.
2. NRT Nederland is not liable for damage caused by incorrect data passed on by customer.
3. NRT Nederland is not liable for acts, omissions and delays by third parties.
4. The customer is solely responsible for following the advice given to him by NRT Nederland.
5. By signing the Five Agreements form, the customer acknowledges that they give permission for other participants to perform treatments on them and that these participants cannot be held liable for any indirect damage.
6. NRT Nederland is never liable for indirect damage, including psychological or physical damage that may have been incurred during treatment. The customer is solely responsible to have the proper knowledge about contra-indications. This has to be acquired before treatment or joining a Workshop.
7. NRT Nederland is not liable for loss, theft or damage to personal property of the customer during an on-site agreement.
8. In the event that NRT Nederland owes compensation to the customer for causing direct damage, the compensation shall not exceed the amount that an insurance policy pays out. If the insurer does not pay out, the liability is limited to twice the amount paid by NRT Nederland has been charged to the customer, unless reasonableness and fairness requires otherwise.
9. The customer will not hold NRT Nederland responsible against claims from third parties related to the services provided by NRT Nederland.

## **Article 18 Intellectual property**

1. The intellectual property rights on materials, advice and content are held by NRT Nederland. NRT Nederland will share that information but the customer is strictly forbidden to reproduce content, publish it or make it available to third parties outside the license granted, without prior consent.
2. By not following the agreement of article 18 – Intellectual Property - the customer will act contrary to the provisions of this article and constitutes an infringement of copyright
3. In the event of infringement, NRT Nederland will be entitled to be compensated amounting to at least three times the compensation that is customarily applied by NRT Nederland for such a form of use, without losing any right to compensation for other damage suffered.

## **Article 19 Special provisions**

1. Both parties are obliged to maintain confidentiality of confidential information that they receive in the context obtained from the agreement.

## **Article 20 Complaints and warranty**

1. Customer must submit complaints about the services provided as soon as possible, but in any case written and motivated within 7 calendar days after the complaint aros. NRT Nederland strives to respond within 7 calendar days.
2. Submitting a complaint does not suspend the payment obligation.
3. Statutory warranty provisions will be observed at all times

4. NRT Nederland guarantees that the delivered products comply with the agreement according to conformity and that the products have properties that are suitable for normal use are necessary.
5. To deviate from the warranty, the customer must clearly describe the defect and include a copy of the proof of purchase. The product must be complete at all times to be.

## **Article 21     Dispute Resolution**

1. Dutch law applies to these general terms and conditions.
2. Both parties only appeal to the court after they have made an effort to resolve / settle the dispute themselves.
3. Disputes will be settled in the district in which NRT Nederland is established unless the law provides otherwise
4. Contrary to the statutory limitation period, the limitation period of all claims is 12 calendar months