



Article 1. Parties

1. Transmissible: the private company Transmissible B.V., located in Houten at randhoeve 221 (3995 GA), registered with the Chamber of Commerce under number 71702873, user of these terms and conditions Further details of Transmissible:

Website: www.transmissible.eu

Email: info@transmissible.eu

Vat identification number: NL858816611B01

2. In these terms and conditions, the definitions below have the meaning shown, a term in singular also includes the term in plural.

- a) Client: the (potential) buyer of offered goods and services of Transmissible.
- b) Training: a learning event organised by Transmissible; course or workshop.
- c) Participant(s): (a) natural perso(s) who participates or wishes to participate in a training provided by Transmissible.

Article 2. Applicability

1. These terms and conditions apply to all contracts and agreements with Transmissible. To the extent that the content of this has not changed, these terms and conditions will also apply to future agreements between Transmissible and Client.

2. Derogations from these conditions shall apply only to the extent that they have been expressly agreed in writing.

3. General (purchasing) conditions of client or third parties are expressly rejected.

4. Third parties involved in the implementation of the agreement by Transmissible may also invoke these terms and conditions.

5. If one or more (portion(s)) of the provisions of these terms and conditions are null and are annulled, the other provisions of these terms and conditions shall continue to apply. The parties will then enter into consultations to replace the null or destroyed provisions with new arrangements which will include as far as possible the purpose and scope of the null or destroyed provisions.

6. These terms and conditions have been made available and/or transmitted digitally and are accessible at all times on the website www.transmissible.eu

Article 3. Offer and agreement

1. Any offer, in the form of a tender or on the other hand, shall be wholly and unconditionally non-binding and revocable, unless otherwise indicated in writing by Transmissible.

2. Each offer applies only to the extent that the stock lasts.

3. The prices listed on the website or in any other form of an offer are in Euros and subject to charges, surcharges and other factors.

4. All Transmissible statements of numbers, sizes, weights and colour of the products or services to be provided in the samples, images and photographs shown or provided are merely indications. A slight deviation from this in the supplied does not lead to a shortcoming on the part of Transmissible.

5. An offer does not automatically apply to reorders.

6. An agreement is only reached after acceptance by Transmissible.

Article 4. Commitments of Client

1. By entering into an agreement with Transmissible, the Client is obliged to give Transmissible the opportunity to carry out the contract and to provide transmissible with the necessary cooperation for the implementation of the agreement, including the obligation to ensure that Transmissible has the correct and complete information in good time for the performance of the agreement;

a) If the execution of the agreement requires the consent of a third party, the Client shall, on his own account, ensure the timely acquisition of the consent.

b) Ensure that work and/or deliveries to be carried out by third parties which are not part of transmissible's contract are carried out in such a timely manner that transmissible's performance of the work is not delayed;

2. If the obligations in this article are not fulfilled (in a timely manner), the Client must inform Transmissible in a timely manner. Transmissible may charge the additional costs involved, such as storage, travel or labour costs, to the Client.

Additional obligations of client at a Training on site

3. The establishment of the site on which the work is to be carried out in such a way that Transmissible can commence the work immediately upon arrival;

4. During on-site training and workshops, the Client is obliged to ensure a suitable location with the following facilities:

- a) adequate facilities for the trainees,
- b) sufficient connections to the mains,
- c) well-functioning and stable internet connection,
- d) functioning audiovisual tools, including a projector and flipover,



General Conditions Transmissible

Transmissible

Article 5. Complaints policy

1. Complaints should be reported to Transmissible immediately after their finding in order to allow Transmissible to investigate the merits of the complaint.
2. Complaints submitted shall be answered within a period of 14 days from the date of receipt. If the complaint cannot be answered within 14 days, this will be communicated within the original time limit.
3. If a complaint by Transmissible is found to be justified, Transmissible will choose to repair the damage or to comply correctly.

Article 6. Prices and payment

1. The offer was made in good consultation. By concluding the agreement, the parties consider the prices to be reasonable and fair.
2. The price of a Training is partly based on the number of Participants. If the number of Participants increases after the reservation, Transmissible has the right to increase the price for the Workshop proportionately. If the Workshop has fewer Participants than originally agreed, this does not entitle you to a reduction in the agreed price.
3. Unless otherwise agreed, the purchase price due must be paid immediately after the conclusion of the contract. Payment on invoice is subject to a payment period of 14 days.
4. In the event that the Client is in default to his payment obligations or other obligations, the Client is liable for reimbursement of all costs that Transmissible has to incur in order to obtain outside court satisfaction. These costs are set at least 15% of the principal with a minimum of € 120,-. In addition, the Client bears the costs of legal action to obtain satisfaction, if transmissible proceeds to do so.
5. The client is not entitled to settle a debt against a performance that the Transmissible client has to claim.

Article 7. Retention

1. Any transfer of ownership on the basis of the agreement between the parties - possibly in contrast to the actual power supply - will not be transferred to the Client until it has fully complied with all that the Client owes to Transmissible, including in addition to the purchase price and any additional costs and fines also outstanding amounts under non-supply services.
2. The client is not entitled to supply the goods supplied under reservation of ownership to third parties or to object to a limited right, including a lien.
3. In view of the effectiveness of the reservation of ownership, the client must inform Transmissible in good time in the event of imminent bankruptcy, suspension of payment, precautionary or enforcement of third parties. The client is also required to adequately insure the property cases against damage and theft.
4. If the Client is in default in fulfilling any obligation to Transmissible, the Client is obliged to cooperate fully at transmissible's request in order to make Transmissible again unencumbered with the goods supplied and installed. This includes the obligation to return the delivered at transmissible's request. All costs and damages caused to or by the cases during the period they were found under Client are at his expense and risk.

Article 8. Guarantees and liability

1. The provisions of this Article shall also apply where possible to supplement the provisions on liability laid down elsewhere in these terms and conditions.
2. Transmissible does not give any guarantees regarding any result to be achieved by Client or to Client.
3. Transmissible does not guarantee the accuracy of the information displayed on its website and accepts no liability for damages caused by errors on its website.
4. Transmissible is never liable for any damage seen as a result of the failure to follow up on product and user instructions and warnings given by Transmissible.
5. If, in the performance of the contract, an event, including a failure, occurs which leads to transmissible liability, that liability shall at all times be limited to the amount or amounts to which the professional or corporate liability insurance concluded by Transmissible is entitled. If and to the extent that the liability insurance does not make payment, transmissible's liability is limited to the purchase price included in the contract.
6. Except in so far as the damage is the result of Transmissible's intentional or deliberate recklessness, any liability of Transmissible shall be limited to the repair of foreseeable, direct and personal damage, excluding all indirect or intangible damages such as, but not limited to, lost revenue and profits, loss of contracts, emotional damage and supplementary costs.

Article 9. Cancellation of Training

1. Cancellation of Training courses is only possible in writing or by email; the date of cancellation shall be the date on which the cancellation was received by Transmissible.
2. For the investment in time and ingredients required for training and courses, the following deadlines for cancellation of training and courses are used: up to 1 month before the date of catering, the contract can be cancelled free of charge, up to 14 days before the date of catering 50% of the agreed price is due, up to 7 days before the date of catering is 75% of the agreed price is due, up to 3 days before the effective date, 100% of the agreed price is due.
3. Transmissible reserves the right to change the location, time and content of the Training. In the case of insufficient sign-ups, a Workshop can be cancelled or moved to a later date. Registered participants will receive a message by email.



General Conditions Transmissible

Transmissible

Article 10. Force majeure

1. Force majeure is understood, in addition to what is understood in the law and case-law, all causes of outside, foresee or not foresee, over which Transmissible cannot exercise influence. This will include strikes, traffic disruptions, unforeseeable stagnation, transport problems, fire, loss or damage in transport and government measures.
2. During force majeure, Transmissible's obligations are suspended. If enforcement by force majeure is impossible or other circumstances arise which make it disproportionately onerous for Transmissible to comply with its obligations, Transmissible has the power to terminate the contract in whole or in part by means of a communication and without judicial intervention, without any obligation to compensate.
3. If Transmissible has already partially fulfilled its obligations when force majeure has taken place, it is entitled to invoice the part already delivered or performed separately, or to partially credit the part already delivered or made for deposits.
4. If a Training is temporarily unable to proceed due to force majeure, Transmissible will make reasonable efforts to find an alternative opportunity for the Training. If this fails, or if it proves permanently impossible to continue the Training, Transmissible will refund the price of the Training in proportion to the part followed.

Article 11. Privacy and processing of personal data

1. The agreement shall be archived, among other things, for administrative obligations. The client can request the contract at any time by e-mail from Transmissible. All personal data is only used for the processing of orders and to meet administrative obligations. Personal data are only made available to third parties for these purposes.
2. By concluding the agreement with Transmissible, The Client agrees to the processing of the personal data for which the Client is controller as referred to in paragraph 7 of Article 4 of the General Data Protection Regulation. The processing of the personal data will take place in accordance with transmissible's privacy policy which can be accessed via [\[https://transmissible.eu/about-transmissible/legal-information/privacy-policy\]](https://transmissible.eu/about-transmissible/legal-information/privacy-policy).
3. Transmissible's website may contain third-party ads or links to other websites. Transmissible is not responsible for the privacy policies of these third parties.

Article 12. Intellectual property rights

1. In principle, the client obtains (only) a non-exclusive, non-transferable and non-sub-licensed license for the use of goods and/or services supplied. The license expressly does not give the right to sell, transfer or process the final product. Unless expressly agreed otherwise, Transmissible does not supply the source codes, semi-finished products and other (unprocessed) components of the final product. If the parties intend to transfer intellectual property, this must be expressly agreed in writing. In that case, Transmissible will continue to be entitled at all times to continue to use, develop, transfer, et cetera the intellectual property without any restriction.
2. The intellectual property resulting from the implementation of the agreement, such as ideas, concepts or (pilot) designs provided by Transmissible, is entirely in the des state of Transmissible, unless expressly agreed otherwise in writing.
3. Transmissible retains the right to use the knowledge and IP rights increased by the performance of the work for other purposes, provided that confidential information is not communicated to third parties.
4. The marks, images, logos, photographs and texts used and displayed on www.transmissible.eu are covered by Transmissible's intellectual property law and may not be used commercially without prior consent. Transmissible may attach conditions to consenting to the use of its intellectual property, including financial compensation.

Article 13. Confidentiality and acquisition of employees

1. Transmissible has the right to use the knowledge increased by the implementation of an agreement on its side for other purposes, provided that it does not disclose to third parties strictly confidential information of the Client.
2. Both parties are required to keep secret confidential information obtained for or as a result of the agreement, subject to any legal obligations to provide or disclose the information. Information shall be considered confidential if it has been indicated by the other party or if this is apparent from the nature of the information in question. The data and results of other Candidates for the Exam are in any case among the data that must be kept secret by the Client.
3. The Client is not permitted to hire or negotiate employment without transmissible's consent, during the performance of the work and up to 1 year thereafter.
4. If the Client violates this article, Client Transmissible is liable for a direct fine of € 10,000 per violation.

Article 14. Forum, choice of law and transfer of rights

1. Transmissible shall have the power to transfer its rights and obligations under this Agreement to a third party. The client is only authorized to transfer his or her rights and obligations to a third party with the written consent of Transmissible.
2. This agreement(s) concluded between the parties applies only to Dutch law, excluding the Vienna Convention on Purchase. Should an undertaking arise between the parties in the future, other than arising from an agreement, that undertaking will also be of Dutch law.
3. In the event that a dispute arises from the agreement between the parties, the court in the district in which Transmissible has exclusive jurisdiction in its (main) establishment shall be the court in which Transmissible has exclusive jurisdiction. In the event that a dispute arises between the parties concerning non-contractual commitments, the court in the district in which Transmissible has exclusively exclusively jurisdiction over its (main) establishment is also absolute.