

Terms and Conditions - LSSA B.V.

1. Applicability

- a. All offers, all agreements and all services that need to be provided by LSSA are exclusively subject to our terms & conditions.

2. Offers and realization of the agreement

- a. All offers are non-binding, unless otherwise specified. Offers need to be seen as a whole.
- b. Accepting any offer must be done in written form or through explicit affirmation from you.
- c. Accepting any offer also includes that you accept the offer and the resulting (payment or other) responsibilities and you are obligated to honor these responsibilities.
- d. With online registration the confirmation of registration serves as order confirmation. In case no registration confirmation has been sent, the invoice will serve as order confirmation.
- e. Every agreement will be entered under the condition of suspension that you are creditworthy for the agreement.
- f. Changes in agreements need to be made in writing and with the involvement of both parties.
- g. LSSA is authorized to engage third parties for the purpose of the realization of the agreement as concluded between the parties and to charge the costs involved to the client in accordance with that agreement.

3. Intellectual property rights (IPR)

- a. The name 'Lean Six Sigma Academy' or 'LSSA' may not be used in any expression without explicit written permission from LSSA.
- b. LSSA is the sole owner of content it delivers. This includes, but is not limited to, books, training content, exercises, datasets, exams and templates, in any form on paper, digital or through LMS-portals.
- c. All content that is at your disposal may not be multiplied, saved in an automatic database or made public without the preliminary permission of LSSA.
- d. All delivered items remain LSSA property until all costs (specified in the agreement) that you owe are fulfilled entirely.
- e. All rights regarding intellectual property provided by the LSSA or content developed because of the agreement will remain exclusively LSSA's.
- f. The intellectual property rights of the content are and remain LSSA property even if you gradually made adjustments in the content.
- g. It is not allowed to use the abovementioned content outside the scope of the agreement or to provide the content to third parties without permission.
- h. In the event of violation of the prohibition you shall forfeit to LSSA an enforceable fine of € 10,000 (ten thousand euros) for each case, without LSSA being obliged to proof damage and without prejudice to LSSA's right to claim compensation, if and to the extent that the damage exceeds the amount of the fines.

4. Liability

- a. Only in case of a deliberate or grave fault from LSSA or one of its employees, LSSA is accountable based on the agreement that LSSA agreed on or based on the law.
- b. LSSA is not responsible for consequential damage that you or a third party may suffer.
- c. LSSA is not responsible for the shortcomings of third parties that were hired by the LSSA.
- d. Without prejudice to the previous statements, LSSA's contractual and/or legal responsibilities are, at all times, limited to the amount that is specified in the agreement excluding taxes.
- e. You will protect LSSA from all claims of third parties, in case they (directly or indirectly) make a claim to the LSSA as a result of, or regarding the agreement LSSA made with you.
- f. Without prejudice to the previous statements, the contractual and/or legal responsibilities are, at all times, limited to the amount that is covered by LSSA's liability insurance.

5. Exam provisions

- a. Candidates that followed training at an Accredited Training Organizations (ATO), should book their exam at this ATO. This is a leading rule for both theoretical exam and practical exam.
- b. If you have not followed training at an ATO, you can purchase an exam voucher and book your exam at one of the LSSA's Exam Institutes (APMG international, Exin or University of Twente), as a Public Candidate.
- c. When booking an exam via your ATO or at one of the Exam Institutes, their general terms and conditions will apply.
- d. Public Candidates can also purchase an exam voucher and book their exam at the LSSA website.

- e. When taking an exam, you are obligated to be able to identify yourself.
- f. If you book your exam directly with LSSA, you can reschedule the booking for free. You can cancel it for free one week prior to the commencing date. You can contact us to cancel your booking and we will send you an email confirmation.
- g. LSSA reserves the right to cancel exam sessions or to change exam locations. In this case we will contact you immediately. If the modified locations or dates do not suit you, you can cancel the exam for free.

6. Purchased items

- a. Complaints concerning delivered items and/or services need to be announced in writing with elaboration and within no more than 8 days after delivery, if this writing is not received you have accepted the delivered goods/services and renounce all rights and competencies that the law or the agreement provide you.
- b. Declining a placed order or submitting a complaint after 8 days does not indemnify the responsibility of payment.
- c. Purchased printed books from our webshop can be cancelled within 14 days. You have another 14 days to return the products in their original condition and packaging. Provided the products are returned in good order, you will then be credited for the full order amount within 14 days. The shipping costs for returning the goods are not reimbursed.
- d. The return policy does not apply to digital products from our webshop. This means that exam vouchers and ebooks cannot be returned after purchasing

7. Invoicing and payment

- a. Unless otherwise stated on the face hereof, stated prices do not include any customs duties, sales, use, value added, excise, federal, local or other taxes. All such duties or taxes shall be paid by customer or, in lieu thereof, customer shall provide LSSA with an appropriate tax exemption certificate. Prices are in euros.
- b. Invoicing of multiple days of training will be done in the week the training starts.
- c. Unless otherwise set forth, payment terms are net thirty (30) days from date of invoice, without appeal for settlement or discount.
- d. LSSA has the right to reject assignments without justification.
- e. When exceeding the agreed deadline for payment you are directly in omission in default by operation of the law without further serving notice. In this case LSSA is authorized to proceed to collection without further serving notice. You will be charged with all judicial and extrajudicial costs and a default interest will be included of 1.0% per month over the capital sum.
- f. Without prejudice to the previous statements, in case of non-payment or in case payment does not take place before the deadline or any part of the agreement is not or not sufficiently fulfilled LSSA is authorized without further notice to stop the supply and adjourn all LSSA's responsibilities, without prejudice the right to restitution of all direct, indirect and consequential loss, including loss of profit and all other legal rights that apply.
- g. At all times LSSA is entitled to ask you for prepayment, cash payment or another way to be certain that you will be able to fulfill the payment, even after the realization of the agreement.

8. Termination

- a. The agreement can be dissolved at any given time, without legal intervention, LSSA is entitled to dissolve all or part of the agreement with immediate effect if;
 - i. The other party is declared bankrupt or is granted a (temporary or definitive) suspension of payment.
 - ii. (concerning a natural person) passes away or is placed into receivership.
 - iii. the contractor acts contradictory to one of the statements in the terms and conditions.
 - iv. the contractor fails to fulfill the obligation of payment to us.

9. Applicable right and authorized judge.

- a. Concerning all offers and assignments that are subject to these terms and conditions, only the Dutch law is applicable.
- b. All disputes, arising from or connected to offers, assignments, agreements or commitment to which these terms and conditions apply shall at first be exclusively settled by an absolute authorized judge in the jurisdiction of Almelo.