

**GENERAL TERMS & CONDITIONS FOR WORKSHOPS  
of SernéCM, hereinafter called 'SCM':**

**Article 1. Applicability**

- 1.1 Under 'Workshop' all sorts of knowledge transfers, like seminars, trainings, workshops, courses, written texts etc., are being meant.
- 1.2 These general terms & conditions apply to every quotation and agreement between SCM and subscriber of any workshop.
- 1.3 These terms & conditions are also applicable to all agreements with SCM, where third parties have to be involved in the execution thereof.
- 1.4 The applicability of any general terms & conditions of the customer is expressly rejected.
- 1.5 These terms & conditions are also available in the Dutch language. In the event of any difference in content, intention or interpretation the Dutch text is definitive.
- 1.6 SCM is registered at the Chamber of Commerce in 's-Hertogenbosch, The Netherlands, under the name of SernéCM, and it is property of Ton Serné who organises the workshops and who is the instructor of the workshops.

**Article 2. Workshops**

- 2.1 Subscribing to a workshop means that the subscriber(s) agrees with these terms and conditions.
- 2.2 Any subscription is valid only after receipt of the payment of the invoiced entry fee.
- 2.3 When participation is being canceled by the subscriber
  - more than 30 (thirty) days before commencement of the workshop, 50% of the subscription fee will be refunded.
  - more than one 7 (seven) days before commencement of the workshop, 25% of the subscription fee will be refunded.
  - 7 (seven) days or less before commencement of the workshop, no funds will be refunded.
- 2.4 SCM will be entitled to cancel a workshop when there are not enough participants. In that case SCM will try to find a new date for the workshop. In case SCM and subscriber cannot agree on a new date or location, the entry fee will be returned.
- 2.5 In case of cancellation of a workshop, SCM does not accept any liability for cost made by subscribers.
- 2.6 SCM does not accept any liability concerning the content of the workshop or concerning damage to any good or person as a result of this workshop. See Article 3.

**Article 3. Disclaimer**

- 3.1 The workshops by SCM and their belonging handouts are based on 40 years of knowledge and experience by the instructor, which will be shared with the participants. SCM will not be accepting any claim or damage which possibly could have been caused by execution of the theory giving during this workshop. All participants will be responsible for their own actions at all times.

**Article 4. Invoicing**

- 4.1 Privat persons will receive an invoice at name of the subscriber including VAT.
- 4.2 Companies will receive an invoice excluding VAT under the proviso that
  - a) their VAT-number has been provided correctly in the subscription form, and
  - b) the tax law allows SCM to do so.
- 4.3 In case of special offers (i.e. a free copy of a book) the value of that offer cannot be traded in against cash money.

**Article 5. Disputes and applicable law**

- 14.1 Parties shall first call on the court to intervene after they have made every effort to reconcile a dispute in mutual consultations.
- 14.2 The legal relationship between the customer and SCM is governed by Dutch law.
- 14.3 The court in the domicile of SCM has sole jurisdiction to decide on disputes.

SernéCM  
Rosmalen, The Netherlands, 8 October 2018