

## GENERAL TERMS AND CONDITIONS OF DELIVERY OF EUFORICA 2024

### 1. Definitions

- 1a. In these general terms and conditions and agreements to which they apply, the following terms shall have the following meanings: The provider: Euforica (JBC), located in Urb. Terol, Tibi, Alicante, Spain, no. Y3889008K.

The Buyer: the natural or legal person acting in the exercise of a profession or business who wishes to purchase or acquire a particular service or product from the Provider  
An agreement: the agreement for the purchase of products or the supply of services between the Provider and the Buyer and all further acts between the Provider and the Buyer concerning the sale and supply of products and/or services, including offers and notification procedures, and including the general terms and conditions applicable to agreements  
Products: the products to be sold and delivered or sold and delivered by the provider to the customer, whether online or otherwise, such as Online Trainings and E-books, Essential Oil  
Services: the services to be delivered or delivered by the provider to the customer, such as coaching, healing, massage, Medium, training and (multi-day workshops).

General Terms and Conditions: These general terms and conditions

Programme: a programme offered by the provider with various components, such as coaching and/or training, given over a longer period as further described in the provider's information material

The participant: a (additional) participant in a programme designated by the purchaser

The online learning path: the course, training or programme selected by the purchaser by means of an online application from the provider's online offering.

### 2. General

- 2a. These General Terms and Conditions apply, to the exclusion of third-party terms and conditions, to every delivery of products and services by the Provider to the Customer. All agreements related thereto and all related acts, both of preparatory and executive nature such as an offer and deliveries.
- 2b. The applicability of other general terms and conditions - including those of the buyer - is excluded.
- 2c. Deviating terms and conditions shall apply only insofar as they have been expressly accepted by the supplier in writing and shall apply only to the relevant agreement.
- 2d. Amendments and supplements to any provision of the agreement shall be valid only if they are in writing and signed by both parties.
- 2e. If any provision of these general terms and conditions or the agreement is not valid for any reason, the provisions herein shall otherwise remain in force.
- 2f. If any provision of the general terms and conditions or the agreement is not valid for any reason, the parties shall negotiate the content of a new provision, which provision shall approximate the content of the original provision as closely as possible.
- 2g. The term "in writing" concerning communication between the Provider and the Customer shall also mean "electronic communication": communication that takes place via the Internet and email. The electronic system of the provider shall be deemed to be the sole evidence of the content and time of receipt and transmission of the relevant communication via the internet and email.
- 2h. The offer of the provider is exclusively aimed at customers acting in the exercise of a profession or business.

### 3. Establishment of the agreement

- 3a. The agreement for following a programme comes into effect through the signing by the purchaser of the appropriate registration or application form, or through digital registration by the purchaser in accordance with the indicated registration conditions of the provider, followed by a written notification by the provider of the acceptance of the purchaser and its designated (additional) participants in the provider's programme.
- 3b. The provider will inform the potential buyer as soon as possible by email to the email address indicated by the relevant party whether or not she (resp. the (additional) participant) has/have been accepted into the programme.
- 3c. As long as the notification referred to in article 3b has not taken place, no agreement concerning following a programme will be established and the buyer may cancel the registration.
- 3d. The agreement for the purchase of a product is established by the customer's electronic acceptance of the online offer for this purpose from the provider and the fulfilment of the conditions laid down thereby.

- 3e. The agreement for following an online learning programme is created by the digital registration by a customer, in accordance with the indicated registration conditions, aimed at the creation of an agreement to follow an online learning programme.
- 3f. Offers made by the provider are not binding until an agreement has been concluded between the provider and the customer.

#### **4. Prices**

- 4a. Prices are non-binding unless included in a contract. The provider's most current prices are listed on the provider's website.
- 4b. The prices quoted by the provider include VAT and all other levies, duties or charges, due in connection with the performance of the contract.
- 4c. Travel and accommodation costs in connection with following (parts of) a programme on location and costs of recommended literature are not included in the prices of a programme, unless expressly agreed otherwise.
- 4d. If the prices include an amount for a deposit, whether in the case of a lump-sum payment or an installment payment plan, this amount is non-returnable in case of cancellation of the service by the customer before the official start date of the service.

#### **5. Invoicing and payment**

- 5a. The customer must have paid amounts due including VAT at the latest on the agreed payment dates or, respectively, within the agreed payment terms regardless of whether the customer actually participates in the programme or completes the programme.
- 5b. The Provider will send the Customer invoices for services and products delivered or (in case of prepayment) yet to be delivered by the Provider.
- 5c. The Provider is entitled to send invoices electronically to the e- mail address specified by the Customer.
- 5d. If no other payment term has been agreed, invoices are to be paid within 14 days after the invoice date.
- 5e. If the delivery of services or products requires payment in advance, the Customer cannot assert any right to delivery thereof before full payment of the amount due to the Provider has been made.
- 5f. Payment must be made to the bank account of the provider, without any discount, deduction or set-off. The value date indicated on the Provider's bank statements shall be regarded as the day of payment.
- 5g. If the Customer has not paid the full amount due within an agreed payment term or no later than an agreed payment date, the Customer shall be in default by operation of law, without any notice of default being necessary. From the day the customer is in default until the day of full payment, the customer shall owe default interest of 1.5% on the amount due per month or parts thereof, whereby a part of the month shall count as a whole month. This is without prejudice to the provider's right to full compensation under the law.
- 5h. All costs of collection of the amount owed by the Customer, judicial as well as extrajudicial, shall be borne by the Customer. These include the costs of seizure, bankruptcy petitions, collection costs, as well as the costs of lawyers, bailiffs and other experts engaged by the provider. The extrajudicial collection costs are deemed to be at least 15% of the amount to be collected and amount to a minimum of €100.00.
- 5i. The Customer must have submitted complaints regarding invoices to the Provider by registered letter with acknowledgement of receipt at the latest within eight days after the invoice date, failing which invoices shall be deemed to have been accepted and approved by the Customer, and complaints regarding them shall no longer be accepted.
- 5j. Incoming payments will always serve to settle judicial and extrajudicial costs and interest, and will then serve to settle the oldest payment obligations outstanding with the provider, regardless of any other designation by the buyer.

#### **6. Rights of the provider regarding the implementation of a programme The provider is entitled:**

- 6a. to change the content of a programme in the interim for reasons of qualitative improvement.
- 6b. to determine the group size in respect of training and coaching sessions in a programme.
- 6c. to change the planning of parts of a programme with regard to place or time in the interim.
- 6d. determine which teacher/trainer will give a training or coaching session and, if necessary, replace a teacher/trainer in the interim.
- 6e. to cancel a programme completely before the start in case of insufficient registrations or for other reasons of its own. Accepted buyers (participants) will be informed of this without the provider being obliged to give reasons, after which their payment obligations will lapse and/or payments already made will be refunded.

6f. To refuse (in the interim) the participation of a certain customer (participant) for reasons of its own. The relevant customer/participant will be informed of this without the provider being obliged to state reasons, after which their payment obligations will lapse and payments already made (in proportion to services not yet received) will be refunded.

## **7. Obligations of the customer and participants in the implementation of a programme**

- 7a. The Customer (or an (additional) participant designated by it) must ensure the correct and complete provision of essential information requested by the Provider and/or required for the coaching/training.
- 7b. An (additional) participant is bound by the provisions contained in the agreement (including these general terms and conditions).
- 7c. The purchaser guarantees that it and an (additional) participant designated by it will comply with the provisions included in the agreement (including these general terms and conditions) that (also) apply to participants.
- 7d. The components of a programme must be completed within the period indicated in the programme information material.
- 7e. The client or an additional participant designated by it must adopt a cooperative attitude, based on a positive basic attitude, when following a training/coaching programme.

## **8. Cancellation by/cancellation of and prevention of buyer/participant in a programme**

- 8a. Cancellation of a programme respectively cancellation of the agreement shall be made by the buyer by means of a registered letter to the address of the provider mentioned on the website of the provider.
- 8b. After cancellation before the end of the purchased service, the customer remains obliged to pay the outstanding payments regardless of the reason for cancellation.
- 8c. For further clarification, in the event of cancellation/cancellation by the customer, the provider is not obliged to refund the amount paid by the customer.
- 8d. Cancellation/cancellation of an online learning path agreement is not possible after conclusion of the agreement, unless otherwise stipulated in writing.
- 8e. Rescheduling of scheduled one-to-one conversations and training days in a programme is only possible in 2 exceptional situations, at the sole discretion of the provider. Missed talks and training days cannot be made up and do not lead to a change (reduction) of the (payment) obligations of the customer.
- 8f. The number of calls to which the customer is entitled must be taken up within the programme duration. If one or more calls have not been recorded at the end, these will lapse, unless otherwise agreed.

## **9. Cancellation by the provider mid-term at a programme**

- 9a. The provider has the right to cancel a programme prematurely without giving reasons. In that case, the purchaser is entitled to reimbursement of the amounts paid by him/her minus amounts due for services already rendered in the meantime.

## **10. Liability**

- 10a. The provider makes every effort to the best of its knowledge and ability in carrying out its work on training and coaching. However, the final result also depends on factors beyond the control of the provider. The provider provides no guarantee regarding the result of the work performed by it.
- 10b. With regard to the delivery of products, any liability of the provider is limited to the possible delivery of a replacement product or to the refund of the product paid for by the purchaser in case of a faulty delivery.
- 10c. The Provider shall not be liable to Customer/Participant(s) for any damage resulting from any default in the performance of its obligations towards them or damage resulting directly or indirectly from the performance of an agreement.
- 10d. The Provider shall not be liable for any damage resulting from errors or default of third parties or auxiliary persons engaged by the Provider to carry out work
- 10e. The provider is not liable for damage resulting from a failure of the purchaser/ participant(s) to comply with the obligations set out in Article 7 or any follow-up damage from implementation in the purchaser's organisation of documents and plans drawn up during training in a programme, such as plans of action.
- 10f. If and insofar as any liability will fall on the Provider, on any ground whatsoever, it will at all times be limited to direct damage, and limited to the payment under the Provider's liability insurance covering the damage in question and making payment.
- 10g. Apart from the cases mentioned in Article 10f, the liability of the Provider shall in any case be limited to the amount charged for the damage-causing performance.
- 10h. The buyer/participant will never hold staff members of the provider personally liable in connection with

an agreement.

- 10i. Any claim against the provider, except a claim recognised by the provider, shall lapse by the mere expiry of 12 months after the claim arose.
- 10j. The employees or third parties commissioned by the provider to (co-)execute the agreement may invoke towards the buyer/participant all defences to be derived from the agreement as if they were parties to that agreement themselves.

#### **11. Force majeure**

- 11a. If the Provider is prevented from (further) performing the Agreement due to force majeure of a permanent or temporary nature, irrespective of whether the force majeure could have been foreseen, the Provider has the right, without any obligation to pay damages, to terminate the Agreement in full or in part by written notice without judicial intervention, without prejudice to the Provider's right to payment by the Customer for performances already performed by the Provider before a force majeure situation existed, or to suspend the (further) performance of the Agreement in full or in part.
- 11b. The Provider will inform the Customer/Participant of the force majeure situation as soon as possible. If possible, the parties will try to find a solution in consultation, such as, in case of illness of a teacher/trainer moving programmed activities.
- 11c. In the event of suspension, the provider will still be entitled to terminate all or part of the agreement.
- 11d. Force majeure includes all circumstances as a result of which the Provider is temporarily or permanently unable to meet its obligations, such as illness or death of a teacher/trainer, riots, war, electricity failures, computer failures, internet failures, (mobile) telephone failures and furthermore all circumstances as a result of which the Provider cannot reasonably be required to (continue to) meet its obligations towards the Customer/ Participant.

#### **12. Performance by third parties**

- 12a. The Provider is entitled to engage third parties for the performance of an agreement.

#### **13. Confidentiality**

- 13a. The provider will not disclose any substantive information received from the customer (or participant(s)) in the context of the performance of an agreement unless otherwise agreed or the provider is required to do so by law or regulations.
- 13b. The Customer or Participant(s) are obliged to keep confidential all confidential information which they have obtained from the Provider or other Customers/Participants in the context of the performance of the Agreement in respect of a programme. Information shall be deemed confidential if it has been communicated by the provider/other participant(s) or if it arises from the nature of the information. In case of doubt, the information shall be considered confidential.

#### **14. Intellectual property rights**

- 14a. The intellectual property rights relating to training, programmes, documents, brochures, handouts, lectures, exercises, offers, expressions on the internet/site of the provider, e-zines, e-mails, models, techniques, other documents and information arising from the provider's work and software used developed by the provider are vested in the provider or its licensors unless another right holder of a work is indicated.
- 14b. Intellectual property rights and copyright regarding the expressions mentioned in Article 14a shall not be transferred on the basis of an agreement, unless otherwise agreed in writing.
- 14c. Without the prior written consent of the provider, it is not permitted to process, reproduce or publish any concept, material or information supplied to it by the provider in whole or in part, to make it available to third parties via any medium, or to make it available to third parties for inspection whether or not for a fee.
- 14d. It is not permitted to remove or change any indication of rights from information supplied by the provider.

#### **15. Suspension and termination**

- 15a. If:
  - 1. the Customer has not, not in time or not completely fulfilled its payment obligations towards the Provider;
  - 2. the Customer applies for his/her own bankruptcy, is declared bankrupt or applies for suspension of payments;

3. a decision is taken and/or a winding-up or termination of the Customer's business activities is effected;

4. the Customer or Participant, even after notice of default with a reasonable period for fulfilment, still fails to fulfil its obligations towards the Provider; the Customer shall be deemed to be in default by operation of law. The Provider has the right to fully or partially terminate the Agreement with immediate effect (further) participation of the Customer and/or the Customer's designated participant(s) in a programme or to suspend obligations (performance of its services) without prejudice to further rights of the Provider under the law. The Provider shall then not be obliged to repay any amounts already paid or pay damages and shall remain entitled to any amounts not yet paid by the Customer which are due under the Agreement and become immediately due and payable due to the default.

15b. Upon termination of the Agreement, provisions which by their nature are intended to continue shall remain valid. Such as, but not limited to, provisions relating to confidentiality and intellectual property.

#### **16. Personal data**

16a. The Provider shall treat personal data received in the context of the agreement with the Customer strictly confidential and in accordance with applicable privacy laws and regulations 16b. The provider records in a customer file the name and address data of the customer and programme participant(s) designated by it. These will be used for the performance of an agreement and may also be used to keep data subjects informed of other services (such as training courses, events and programmes) by the provider.

16c. The customer and participant(s) consent to the use of the data concerned for the purpose described above.

16d. If a customer/participant does not appreciate information about (new) services, he/she can at any time let the provider know through the appropriate channels and the provider will then discontinue the provision of information.

#### **17. Applicable law and competent rights**

17a. All agreements concluded by the parties shall be governed by Spanish law. (sometimes Dutch law). The Vienna Sales Convention 1980 (CISG, Vienna Convention) shall not apply.

17b. Any disputes related to or arising from a contract will in the first instance be submitted to the competent court in Denia (NL Arnhem), without prejudice to the right of the provider to submit a dispute to another competent court according to the law/treaty.

#### **18. Amendments**

18a. The provider is entitled to amend these general terms and conditions. The purchaser/participant shall be deemed to have accepted these amendments if the purchaser/participant has not received a written protest against them within 14 days of the provider's notification that amendment will take place.