



**ENNEAGRAM
EUROPE**

GENERAL TERMS AND CONDITIONS

Definitions

1. Enneagram Europe: the single owner business Enneagram Europe having its seat of business in Den Haag, the Netherlands and registered at the Chamber of Commerce under number CoC 27270055.
2. Website: the website of Enneagram Europe, to be consulted via www.enneagram-europe.com and all related sub domains.
3. Customer: the natural or legal person, acting in execution of a profession or enterprise that concludes an Agreement with Enneagram Europe and/or has registered on the Website.
4. Agreement: each understanding or agreement between Enneagram Europe and the Customer, of which agreement the General Terms and Conditions form an integral part.
5. General Terms and Conditions: the present General Terms and Conditions.

Applicability General Terms and Conditions

1. The General Terms and Conditions are applicable to all special offers, whether or not on the website, agreements and deliveries of Enneagram Europe, unless agreed otherwise explicitly in writing.
2. If the Customer includes in his commission, confirmation or communication containing acceptance, stipulations or conditions that deviate from, or do not appear in the General Terms and Conditions, then these are only binding for Enneagram Europe, if and insofar these have been accepted by Enneagram Europe explicitly in writing.

Prices and information

1. All prices stated in a designated offer or special offer, or in other materials originating from Enneagram Europe, are exclusive of VAT, other levies which are imposed by the government and possible costs including shipping and administration costs, unless stated otherwise.
2. If Enneagram Europe has agreed a fixed price, then Enneagram Europe is nevertheless authorised to increase this price if the increase derives from an obligation according to the law or regulation and/or finds its cause in an increase of costs that was not reasonably foreseeable at the conclusion of the agreement.
3. The content of the Website and other materials manufactured by Enneagram Europe such as catalogues and brochures, has been composed with the greatest possible care. Enneagram Europe can however not warrant that all information herein at all times is correct and complete. All prices and other information on the Website and in other materials originating from Enneagram Europe are therefore under the precondition of obvious programming and typing errors.
4. An article of Enneagram Europe can deviate on details from the photo of the article placed on the Website or in other materials of Enneagram Europe.

Conclusion Agreement

1. The Agreement is concluded on the moment of acceptance by the Customer of the offer of Enneagram Europe and the compliance with the conditions set thereby by Enneagram Europe.
2. A designated offer or special offer becomes void if the product or the service which the designated offer or special offer concerns by then is not available anymore.
3. If the Customer has accepted the offer electronically, Enneagram Europe shall confirm without delay the receipt of the acceptance of the offer electronically. For as long as the receipt of this acceptance has not been confirmed, the Customer has the possibility to dissolve the Agreement.
4. If it shows that at the acceptance or conclusion in another manner of the Agreement by the Customer incorrect data have been provided, then Enneagram Europe has the right to only comply with its obligation after the correct data have been received.
5. A designated offer or special offer that is only partially accepted does not oblige Enneagram Europe to execution of what is accepted against the conditions and prices mentioned in the designated offer or special offer. The agreement is then not concluded, unless Enneagram Europe states differently.
6. Special offers or designated offers do not apply automatically for future orders.

Registration

1. To be able to make optimal use of the Website, the Customer can register himself via the registration form/the account-registration option on the Website. If you register or create an account on the Website, you agree with the used by Enneagram Europe of your personal data for the purposes mentioned in the Privacy Statement.
2. During the registration procedure for the account-registration option, the Customer chooses a username and password with which he can log in after registration on the Website. The Customer is self-responsible for the choosing of a sufficiently reliable password.
3. The Customer must keep his log-in data, his username and password strictly secret. Enneagram Europe is not liable for abuse of the log-in data and may each time rely on the fact that a Customer that logs in on the Website is also actually that Customer. All that happens via the account of the Customer, falls under the responsibility and the risk of the Customer.
4. If the Customer knows or suspects that his log-in data have come in to the hands of unauthorised persons, then he must change as soon as possible his password and/or notify Enneagram Europe thereof, so that Enneagram Europe can take adequate measures.

Execution Agreement of purchase

1. As soon as the order for a product has been received by Enneagram Europe, Enneagram Europe shall send the products in accordance with the stipulations in section 3 of this Article as soon as possible.

2. Enneagram Europe is authorised to deploy third parties in the execution of the obligations that derive from the Agreement.
3. The Website will clearly and timely, before the conclusion of the Agreement, describe in which manner delivery shall take place and within which term the products shall be delivered. If no delivery term is agreed or is stated, then products shall be delivered in any case within 14 days from the day on which Enneagram Europe has the disposition over all data required for the execution of the agreement. If otherwise a term for delivery of products is agreed, then this is never a fatal term.
4. If Enneagram Europe cannot deliver the products within the agreed term, then it will notify the Customer thereof. The Customer can in that case agree with a new delivery date or he gets the possibility to dissolve the Agreement free of charge.
5. The Customer is obliged to take off the products on the moment that these are made available to him. If delivery is not possible by circumstances that are imputable to the Customer, then Enneagram Europe is authorised to bring the costs related to the keeping or returning and shipping again of the goods into account to the Customer.
6. Enneagram Europe advises the Customer to inspect the delivered products and to report the defects appeared thereby within adequate time, in writing, by preference per e-mail. See further the Article regarding warranty and conformity.
7. As soon as the products to be delivered, have been delivered to the stated delivery address, the risk, where it concerns these products is transferred to the Customer.
8. Enneagram Europe is authorised to deliver a similar product of similar quality as the ordered product, if the ordered cannot be delivered anymore. The Customer is then authorised to dissolve the agreement free of charge and to return the product free of charge.
9. The Customer must immediately inspect the delivered product. If the delivered product does not comply with the Agreement, then the Customer must within seven days after delivery of the product notify Enneagram Europe thereof. Not immediately visible defects must immediately, but in any case within seven days after discovery thereof, be reported in writing and in detail to Enneagram Europe so that Enneagram Europe is able to respond adequately. In case of too late reporting, the right to repair, replacement or indemnification is forfeited.
10. If Enneagram Europe deems the complaint founded, then after consultation with the Customer the relevant products will be repaired. If repair is not possible, Enneagram Europe shall replace the product. If replacement is not possible, Enneagram Europe shall enter into consultation with the Customer over the compensation of the damage or the dissolution of the purchase and the refunding of the amount of the purchase. The maximum compensation is, in compliance with the Article concerning liability equal to the price paid by the Customer for the product.
11. If a complaint is unfounded, then the costs made by Enneagram Europe, including the examination costs and the costs for transport of the product will be for the account of the Customer.

Retention of property

1. For as long as the Customer has executed no full payment for the entire agreed amount, all delivered goods remain property of Enneagram Europe. Invoices that have not yet been paid by the customer are deemed to relate to the products delivered by Enneagram Europe and still being in the possession of the Customer.
2. For as long as the products still fall under the retention of property of Enneagram Europe, the Customer is obliged to keep these products as a good father of the house, under him, to secure these and to insure them against damage for which it is customary to insure these products. If an attachment is put on these goods or a claim or other right with regard to these goods is exercised by third parties, this must immediately be reported to Enneagram Europe.
3. The Customer is obliged to cooperate with the execution by Enneagram Europe of its property rights, including the right of Enneagram Europe to take the goods back.

Right of recall/return

To the Customer belongs no right of recall or right of return.

Execution Agreement of provision of services

1. The agreement to the execution of services by Enneagram Europe is also concluded by the receipt by Enneagram Europe of the registration via the website for services offered by Enneagram Europe (training, courses).
2. Enneagram Europe is authorised to deploy third parties in the execution of the obligations that derive from the Agreement.
3. If this does not clearly show from the website, Enneagram Europe shall confirm in writing in which manner, when and where the service shall be provided.
4. Enneagram Europe is authorised not to provide the service if at the special offer of the service it has been made known clearly that the provision of services is offered under conditions and those conditions cannot be complied with. If Enneagram Europe cannot provide the service, or only can provide it on another date or another location, it will notify the Customer thereof. The Customer can in that case agree with a new date for the provision of services or he gets the possibility to dissolve the Agreement free of charge.
5. The customer has the right to cancel the agreed provision of services in writing free of charge within two (2) weeks after registration. In case of cancellation up to two weeks before the agreed date of provision of services, Customer is liable to pay 50% of the agreed amount. Upon cancellation after this date and up to three days before the agreed date of provision of services the Customer is liable to pay 80% of the agreed amount. Upon cancellation in the three days prior to the agreed date of provision of services the Customer is liable to pay the full price.
6. After prior consultation with Enneagram Europe can, instead of the person that has registered for the training or course, a replacement can take part in the training or course, unless Enneagram Europe is of the opinion that the participation by this replacement is not desirable or the training or course is not suitable for this replacing

participant. Whether a replacing participant meets with the requirements set for participation is solely at the discretion of Enneagram Europe. Without prior consultation Enneagram Europe has the right not to admit a replacing participant to the training or course, without that the Customer because of this is discharged of his payment obligation.

7. A participant to a training or course is, next to the Customer, jointly and severally liable for the satisfaction of the invoice of Enneagram Europe, if the participant has stated an invoice address that deviates of the invoice address of the Customer.
8. Enneagram Europe can refuse a commission to provision of services or cease the further execution of the provision of services, if the execution thereof is in violation with the law, the public order or good morals. In this case the Customer remains liable to pay the full price.

Payment

1. The Customer must pay payments to Enneagram Europe in the manner as stated at the conclusion of the agreement or according to the payment methods stated in the ordering procedure and possibly on the Website, in the currency in which has been invoiced. Enneagram Europe is free in the choice of offering payment methods and can also change these from time to time.
2. Unless otherwise agreed the full amount of the invoice must be paid before the start of a provision of services. If payment has not taken place timely or not fully, then Enneagram Europe has the right to suspend its (further) provision of services. The suspension of the provision of services or the suspension of the delivery of a product by Enneagram Europe does not discharge the customer of his payment obligation.
3. If the Customer remains in default with the timely payment of the invoice, then the Customer is in default by law. From that moment till the moment that the invoice has been satisfied fully, the Customer is liable to pay over the outstanding amount the interest by law per month with a minimum of 1% interest per month, notwithstanding the obligation of the Customer to satisfaction of the costs for out-of-court collection as well as the in-court and execution costs and the interest due over that.
4. Enneagram Europe is authorised to let the payments made by the Customer serve firstly to the reduction of the costs, subsequently to the reduction of the interest and finally to the reduction of the outstanding principal amount. A payment which is allocates in another manner can be refused by Enneagram Europe.
5. Set-off of the amounts due by the Customer to Enneagram Europe is not allowed.
6. The not taking-off of the agreed or reserved service (such as a training, course, coach interview, or supervision) or the submission of objections against the height of the invoice, do not discharge the Customer from his obligation to timely payment.
7. If the Customer persists in the terms of purchase and payment terms applied by itself, then Enneagram Europe is authorised to increase the invoice by 10%.

Complaints procedure

1. If the Customer has a complaint over a product and/or over the provision of services of Enneagram Europe, then he can submit a complaint to Enneagram Europe by phone, per e-mail or per post. See the contact data below the General Terms and Conditions.
2. Enneagram Europe gives the Customer as soon as possible, but in any case within 5 working days after receipt of the complaint, a reaction to his complaint. If it is not yet possible to give a content related or definitive reaction, then Enneagram Europe shall confirm receipt within 5 days after the receipt of the complaint and give an indication of the term within which it expects to give a content related or definitive reaction to the complaint of the Customer.

Liability

1. The total liability of Enneagram Europe towards the Customer because of imputable shortcoming in the compliance with the Agreement is limited to compensation of the maximum of the price/amount stipulated for that Agreement (exclusive of VAT) such as has been invoiced by Enneagram Europe for the order to which the liability relates.
2. Liability of Enneagram Europe towards the Customer for indirect damage, including in any case – but explicitly not solely – consequential damage, missed profits, missed savings, loss of data and damage by enterprise stagnation, is excluded. The Customer safeguards Enneagram Europe from possible claims of third parties.
3. Outside the instances mentioned in the previous two sections of this Article no liability whatsoever shall rest on Enneagram Europe towards the Customer for compensation of damages, irrespective of the ground on which an action to compensation of damages would be based. The limitations mentioned in Article however become void if and insofar the damage is a consequence of wilful intent or gross fault of Enneagram Europe.
4. The liability of Enneagram Europe towards the Customer because of imputable shortcoming in the compliance with an agreement emerges only if the Customer declares Enneagram Europe without delay and properly in writing in default, thereby setting a reasonable term for the amendment of the shortcoming, and Enneagram Europe also after that term continues to come short in the compliance with its obligations. The notification of default must contain a description as detailed as possible of the shortcoming, so that Enneagram Europe is able to respond adequately.
5. Precondition for the emergence of any right to compensation of damages is each time that the Customer reports the damage as soon as possible, but no later than within 30 working days, after the emergence thereof in writing to Enneagram Europe.
6. In case of Force Majeure Enneagram Europe is not required to compensation of any damage emerged because of it to the Customer.

Personal data

Enneagram Europe processes the personal data of the Customer in accordance with the privacy statement published on the Website.

Final stipulations

1. The Laws of the Netherlands are applicable to the Agreement.
2. Insofar by rules of mandatory law it is not prescribed otherwise, all disputes that may arise further to the Agreement shall be submitted to the competent court of the Netherlands in the court district where Enneagram Europe has its seat.
3. If a stipulation in these General Terms and Conditions proves to be invalid, then that does not affect the validity of the entire General Terms and Conditions. Parties shall in that case establish (a) new stipulation(s) as (a) replacement, with which as much as is legally possible, the intention of the original stipulation will be embodied.
4. Under "in writing" will be understood in these General Terms and Conditions also communication per e-mail and fax, provided that the identity of the sender and the integrity of the e-mail is sufficiently established.

Contact data

Should you have questions, complaints or remarks after the reading of these General Terms and Conditions, please don't hesitate to contact us in writing or per e-mail.

Enneagram Europe

Seat of business and visiting address:

Benoordenhoutseweg 23
2596 BA Den Haag

Phone number: 070-3142444

We can be reached: Monday, Tuesday and Thursday from 9:00 to 17:30.

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Chamber of Commerce number: 27270055

VAT identification number: B01.1740.86.362