

DATUM
09-07-2021

VERSIE
01/2021

ONDERWERP
Stratech Service Conditions

Article 1. Applicability

1. In addition to the Stratech General Terms and Conditions, these Stratech Service Conditions apply to all offers, assignment confirmations of and agreements with Stratech Holding bv, with its registered office at Pantheon 15 in Enschede, the Netherlands, and all operating companies of Stratech Holding bv, hereinafter jointly referred to as: Stratech, concerning the services to be provided by Stratech (as defined in the Stratech General Terms and Conditions).
2. These Stratech Service Conditions are structured as follows:
 - Paragraph I: Agreement;
 - Paragraph II: Activities;
 - Paragraph IX: Training;
 - Paragraph IV: Cancellations;
 - Paragraph V: Strip ticket;
 - Paragraph VI: Changes.

Paragraph I: Agreement

Article 2. Agreement

1. The provisions of this paragraph apply to the agreement(s) between Stratech and the client as referred to in these Stratech Service Conditions.
2. Agreements with respect to services are distinguished in these Stratech Service Conditions into an assignment (article 3) and a subscription (article 4).

Article 3. Assignment

1. An assignment is defined as an agreement for the performance of activities or the provision of one-off training.
2. The agreement for an assignment is concluded for a definite period. The start and end are determined and laid down in the agreement in consultation between the client [and Stratech] as much as possible.

Article 4. Subscription

1. A subscription is defined as an agreement between the client and Stratech for the performance of activities or the provision of training, which are each time extended by the agreed period by operation of law.
2. A subscription involves performance of regularly recurring activities or the provision of training to support the client in a structural manner.
3. Subscriptions commence on the date agreed between the client and Stratech and are concluded for the agreed period.
4. After the period referred to in paragraph 3 of this article has ended, the subscription is each time renewed by operation of law for the period laid down in the agreement, unless one of the parties gives the other party notice of termination at least 2 months before the end of the current period by means of a registered letter or digitally. Termination of the subscription other than by means of timely notice of termination is excluded.

Article 5. Specification of hours worked

1. If the fee for the activities to be carried out or the training to be provided by Stratech depends in part on the hours worked and time travelled by Stratech, Stratech's administration will constitute conclusive evidence of the hours actually realised.
2. Stratech is obliged to make an adequate specification of the hours worked and the costs available to the client for inspection. This obligation does not apply if there is a fixed fee agreed between the parties.

Paragraph II: Activities

Article 6. Activities to be performed

1. The activities to be performed have been laid down in the agreement. Activities performed by Stratech on any other basis or that should be performed, and that are not indicated specifically in the agreement, are deemed to be covered by scope of application of the Stratech Service Conditions.
2. The client accepts that if the activities to be performed as indicated in the agreement are expanded or changed in consultation between the parties or at the request of the client, this could have an impact on the moment of completion of the activities and the estimated efforts. Stratech will specify at the client's first request the financial consequences of the changes and/or the additional activities, as well as the possible consequences for the moment the activities are completed.
3. In the event Stratech performed activities or other performances at the request of the client as referred to in paragraph 2, which fall outside the content or scope of the agreement and without having concluded written agreements about the related costs, the client will pay Stratech for these activities or performances in accordance with the rates that apply at that time.

Article 7. Performance of the activities

1. If and insofar as indicated in the agreement, the performance of the activities consists of but is not limited to the provision of advice, implementation supervision, support, conversion supervision, software installation, development of forms and description of working processes concerning the Stratech software. All of the above in the broadest sense of the word and comprising in any event the activities indicated in the agreement.
2. The performance of the activities is based on the information provided by the client to Stratech. The client is responsible for the correctness and completeness of all information reasonably required for the performance of the activities.
3. Stratech performs the activities to the best of its ability and observes in this connection the care that may be expected from Stratech. The client and Stratech will arrange jointly for proper performance of the tasks and responsibilities set out in the agreement. The parties will maintain regular contact concerning the performance of the agreement.
4. The duration of the performance of the activities may also be affected by various other factors such as the quality/completeness of the information Stratech obtains from the client and the cooperation that is provided by the client. This means that Stratech is unable to indicate in advance exactly how long the completion time of the performance of the activities will be. In case of circumstances that result in an adjustment of the activities to be performed and/or the expected deployment and time spent, Stratech will inform the client thereof as soon as may reasonably be expected.
5. The activities are performed in principle on working days from 8.30 hours until 17.00 hours, with the exception of times and days on which Stratech is closed.

6. In the event the agreement for the performance of activities was concluded with a view to the performance by a specific person, Stratech will nevertheless have the right to replace this person by one or more persons with suitable qualifications.
7. Stratech has the right to use the services of third parties in the performance of the agreement.

Paragraph III: Training courses

Article 8. Standard training courses

1. Supplementary to the provisions of article 3 paragraph 2 of the Stratech General Terms and Conditions, registration for a standard training course can take place digitally by completing and submitting the form. The agreement will be concluded as soon as Stratech has received a fully completed form from the client digitally and has confirmed the registration to the client in writing or digitally.
2. Participants from multiple clients may participate in a standard training course.
3. The minimum and maximum number of participants in a standard training course is determined by Stratech.
4. If the registered participant is prevented from attending, the client will have the right to send a replacement.

Article 9. Customer-specific training courses

1. A customer-specific training course is geared towards the structure and situation of the client by adjusting a standard training course. The costs of the adjustments are always charged, also if the customer-specific training course cannot go ahead as a result of circumstances that are within the area of responsibility of the client.
2. The minimum and maximum number of participants in a customer-specific training course is determined by Stratech.

Article 10. Training course location and facilities

1. Training courses as referred to in this paragraph are provided at Stratech, unless agreed otherwise.
2. If the client wishes to have the training course take place in a different location, the client must arrange for its own account and risk for all facilities deemed necessary by Stratech, including a room, hardware, presentation materials, lunch, coffee and tea.
3. If the training course is provided at Stratech, the costs of the room, hardware, presentation materials, lunch, coffee and tea will be deemed to be included in the agreed fee.

Paragraph IV: Cancellation

Article 11. Cancellation

1. In the event the client cancels a scheduled appointment for the performance of activities within 5 working days before the start of the activities, Stratech will have the right to charge the agreed costs of the aforementioned activities to the client. In such cases, Stratech will charge with respect to the agreed activities the minimum number of hours referred to in the agreement in accordance with Stratech's rates applicable at that time.

2. Cancellation of agreed training courses can only take place in writing or digitally subject to the conditions referred to in this article.
3. Cancellation of a standard training course is free of charge if cancellation by the client has been received by Stratech at least 10 days before the start of the training course. In case of cancellation between 10 days and 3 days before the start of the training course, the cancellation costs will amount to 50% of the agreed fee. In case of cancellation within 3 days before the start of the training, the cancellation costs will amount to 100% of the agreed fee.
4. In case a customer-specific training course is cancelled, the costs of adjusting the standard training course in line with the customer's structure and situation will always be charged to the client. Otherwise, the same conditions apply as apply to the standard training course as referred to in paragraph 3 of this article.
5. If a participant fails to appear at one or more days of the training course, the client will still owe the whole fee.
6. Stratech has the right to cancel the training course, inter alia but not limited to situations in which there is an insufficient number of participants, in which case Stratech will consult with the client in order to determine a different data for the training course. If this proves impossible within reason, the fee already invoiced to the client will be refunded, unless the cancellation is attributable to the client in which case the client will continue to owe the agreed fee.

Paragraph V: Strip ticket

Article 12. Strip ticket

1. A strip ticket is defined as an agreement for the purchase at a discount of a credit balance for the performance of activities, the provision of training courses, the travel expenses incurred and the other costs.
2. The strip ticket is invoiced immediately upon purchase.
3. The fees for activities, training courses, travel expenses and other costs are debited from the balance on the strip ticket in chronological order. The client will receive a digital overview of the above.
4. A strip ticket is valid for the duration indicated in the agreement. There is no entitlement to a refund in case a balance remains on the strip ticket at the end of the agreed duration. An unused balance lapses on the end date of the strip ticket.
5. If the strip ticket balance is insufficient, Stratech will invoice the excess to the client in accordance with the Stratech rates that apply at that time.

Paragraph VI: Changes

Article 13. General

1. As regards existing agreements, being the agreements with the client that are in effect at the moment these Stratech Service Conditions enter into effect, these Stratech Service and Conditions replaced previous Stratech conditions, namely:
 - Stratech Consultancy Conditions;
 - Stratech Standard Training Conditions;
 - Stratech Custom Training Conditions.
2. Specific agreements in the assignment or the subscription between Stratech and the client pertaining to the previous conditions referred to in paragraph 1 continue to apply.

DATUM
09-07-2021

VERSIE
01/2021

ONDERWERP
Stratech Service Conditions

These Stratech Service Conditions were made available to the client prior to or at the time of the conclusion of the agreement to which these Stratech Service Conditions apply. The conditions can also be read and can be downloaded from the Stratech website stratech.nl.

The Stratech Service Conditions have been filed with the Overijssel District Court, Almelo location on 10 Maart 2023 under number 6/2023.

These English Stratech Service Conditions are a translation of the Dutch Stratech Service Conditions. If any provision of these English Stratech Service Conditions conflicts with the Dutch Stratech Service Conditions, the provision of the Dutch Stratech Service Conditions shall apply (stratech.nl).