

General Terms and Conditions for Open and Closed Contract Activities

Explanatory Glossary of Terms

These general terms and conditions are structured into three parts:

- General articles applicable to all contract activities
- Section applicable to open contract activities
- Section applicable to closed contract activities

In these general terms and conditions, the following definitions apply:

Student: The natural person who has registered (or has been registered by the client) and is enrolled in a course at Stichting Aeres Groep.

Client: The company (legal entity) that purchases a course or training from Stichting Aeres Groep on behalf of one or more of its employees.

Where the term "student" is used in the general terms and conditions, it may also be understood to refer to the client.

General Section Applicable to All Contract Activities

Article 1 General and Definitions

1.1 These conditions apply to every offer, quotation, and agreement between Stichting Aeres Groep, hereinafter referred to as: "AERES", and a student/client to which AERES has declared these conditions applicable, insofar as parties have not expressly deviated from these conditions in writing.

1.2 The present conditions are also applicable to agreements with AERES, for the execution of which third parties must be involved by AERES.

1.3 These general terms and conditions are also written for the employees of AERES and its management.

1.4 The applicability of any purchase or other conditions of the student/client is expressly rejected. Deviations from these general terms and conditions are only valid if they have been explicitly agreed upon in writing.

1.5 If one or more provisions of these general terms and conditions are at any time wholly or partially null and void or should be annulled, the provisions otherwise stipulated in these general terms and conditions remain fully applicable. AERES and the student/client will then enter into consultation in order to agree upon new provisions to replace the null or annulled provisions. In doing so, the purpose and intent of the original provisions will be taken into account as much as possible.

1.6 If there is any ambiguity regarding the interpretation of one or more provisions of these general terms and conditions, then the interpretation should take place as much as possible in accordance with the context of these provisions.

1.7 If a situation arises between parties that is not regulated in these general terms and conditions, then this situation must be assessed as much as possible in accordance with the context of these general terms and conditions.

1.8 If AERES does not always require strict compliance with these conditions, this does not mean that the provisions thereof are not applicable, or that AERES would in any way lose the right to require strict compliance with the provisions of these conditions in other cases

1.9 In these general terms and conditions, the following terms should be understood as follows:

- AERES: the Stichting AERES Groep.
- Client: the company, person, or institution with which AERES has entered into an agreement.
- Agreement(s): any agreement concluded by AERES with a student/client.
- **Contract Activity:** a practical training, education, workshop, course, congress, study day, or similar activity organized by AERES, whereby a distinction is made between an "Open" and a "Closed" Contract Activity.
- **Open Contract Activity:** a Contract Activity in which anyone can participate, or which anyone who meets the admission criteria set by AERES can use.
- **Closed Contract Activity:** a Contract Activity that is exclusively organized for multiple employees of the same organization or institution, whereby the program is composed in consultation with the institution or organization.
- Workspace: the location where the contract activity takes place.
- Equipment: all devices, machines, and installations, including the so-called peripheral equipment, as well as the parts belonging thereto, which are used by AERES in the context of a contract activity.
- Aids: all (audio)visual aids used by AERES in the execution of an agreement.
- Materials: all systems, models, schemes, programs, documentation, and work instructions, which are used by AERES in connection with the execution of an agreement, or which are made available to the student/client. 1.10 These conditions are the only conditions applicable to open and closed contract activities. Other conditions as mentioned on the

AERES website (ARIV-2018, ARVODI-2018, ARBIT-2018) are not applicable to the aforementioned activities.

Article 2 Obligations of the Student/Client

2.1 The student/client will provide all possible cooperation for a good execution of the agreement and is obliged to behave according to the rules and instructions as they are made known by AERES.

2.2 The student/client is liable for all damage to property of AERES that is caused by the student/client.

Article 3 Prior Education

AERES reserves the right to exclude a student/client from participation in a contract activity if they do not have the required prior education.

Article 4 Workspaces/Aids

4.1 If an open contract activity is provided, AERES shall ensure the presence of the aids and workspaces needed for the contract activity, unless expressly agreed otherwise.

4.2 If a closed contract activity is provided, AERES must make the aids and workspaces needed for the contract activity available to the student/client, unless the closed contract activity does not take place at an AERES location.

4.3 If the student/client provides the workspace for the contract activity, AERES is entitled to enter this workspace on the day(s) that the contract activity takes place at any time, taking into account the provisions of the student/client. The workspace must be lockable. If necessary in connection with preparatory work, AERES will also be granted access to the workspace of the student/client before the start of a contract activity.

4.4 If the student/client provides the workspace, this will, in consultation with AERES, make sufficient facilities available for the personnel of AERES that provides the contract activity, such as cloakroom, storage, and the like.

4.5 The student/client is not allowed to use aids and workspaces made available by AERES without the explicit permission of AERES. If the student/client uses said aids and workspaces in violation of this provision, the student/client is fully liable for any direct and/or indirect damage resulting therefrom.

4.6 If the student/client brings aids, materials, and/or equipment to AERES for the execution of the agreement, the latter will ensure a sufficiently lockable space in which the aforementioned items can be stored. AERES accepts no liability for any damage to these items, unless the damage is the result of intent or gross negligence on the part of AERES.

Article 5 Dissolution

5.1 If the student/client fails to fulfill the obligations arising from the agreement, or if the conduct of the student/client or of persons who participate in a contract activity on behalf of the client gives cause for it, AERES is entitled to dissolve the agreement with immediate effect, without a notice of default being required.

5.2 In addition to the provisions in Article 5.1, AERES has the right to dissolve the agreement if the student/client is declared bankrupt, if they have obtained a suspension of payments, if the company has entered into liquidation, or has been or is being taken over by a third party or parties. In all the cases mentioned in this article, all claims that AERES has against the student/client are immediately due and payable.

5.3 If the student/client is in default or in breach with the fulfillment of one or more of their obligations, all reasonable costs incurred to obtain satisfaction out of court shall be borne by the student/client. In any case, the student/client is due 15% of the total amount to be claimed, as well as compensation for the use of the goods at 1/260 part of the purchase price and costs for each day that the goods remained with the student/client. If AERES demonstrates that it has incurred higher costs, which were reasonably necessary, these are also eligible for compensation.

Article 6 Cancellation and Other Changes

6.1 In case of illness and/or inability of a teacher or an exam assessor, AERES will - as far as possible - provide equivalent replacement. This applies to a regular course day as well as for exams. If equivalent replacement does not appear to be possible, the student will be informed of this as soon as possible and if possible, AERES will come with a proposal for alternative dates on which the course day or the

examination in question will still be given or taken. AERES cannot be held liable for costs incurred by the student in the context of the course(day) and/or the exam.

6.2 In case of illness and/or inability of a teacher or an exam assessor, the student has no right to (damage) compensation. AERES will not charge any additional costs for the provision of course days resulting from illness and/or inability of a teacher.

6.3 A student cannot (i) cancel a course or an exam free of charge due to the cancellation of a teacher or an exam assessor, due to a change of a course day, due to a change of the course program, due to a change of an exam moment, or due to a change of a (lesson) location without being due a reasonable compensation.

6.4 A student cannot (ii) terminate the course agreement prematurely without charge due to the cancellation of a teacher or an exam assessor, due to a change of a course day, the course program, or the exam, or due to a change of a (lesson) location without being due a reasonable compensation.

6.5 AERES reserves the right to cancel or reschedule a course(day) and/or exam in case of insufficient participants (this applies to a course as well as for exams), (unforeseen) calamities, weather conditions, or (regional or national) guidelines from the government. This also applies to changing the course program and/or (lesson) location. Where possible, a suitable alternative will be offered. AERES cannot be held responsible for costs incurred by the student in the context of the course(day) and/or the exam.

Article 7 Liability

7.1 If AERES should be liable, then this liability is limited to what is regulated in this provision.

7.2 AERES is, except in case of intent or gross negligence on the part of AERES, not liable for damage of any nature whatsoever that is the result of incorrectness, incompleteness, or backlog in actuality of the information in the broadest sense of the word, which AERES uses in the execution of the agreement.

7.3 The liability of AERES by virtue of the agreement is in all cases limited to the invoice value of the agreement.

7.4 The liability of AERES is in any case always limited to the amount of the payment of its insurer in a given case.

7.5 AERES's liability for indirect and consequential damage is excluded.

7.6 From the moment that sold goods are ready for delivery or for collection, they stand and travel at the risk of the student/client. AERES reserves the right to have the ready-standing items stored for the account and risk of the student/client.

7.7 The student/client must examine the purchased items upon delivery or thereafter, as soon as possible. In doing so, the student/client must check whether the delivered items conform to the agreement.

7.8 If visible defects or shortcomings are found, the student/client must report these to AERES in writing within 14 days after delivery. Non-visible defects must be reported in writing by the student/client to AERES after discovery, but within 14 days after delivery. Even if the counterparty complains in time, their obligation to pay for and take delivery of orders placed remains.

7.9 Items can only be returned after prior written permission from AERES.

7.10 The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of AERES or its managerial subordinates.

Article 8 Force Majeure

8.1 AERES is not obliged to fulfill any obligation arising from the agreement if it is prevented from doing so as a result of a circumstance that is not due to fault, nor pursuant to law, a legal act, or generally accepted practices for which it is accountable.

8.2 In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, over which AERES can exercise no influence, but which prevent AERES from fulfilling its obligations. Work stoppages in the company of AERES or of third parties, IT disruptions, or pandemics included. AERES also has the right to invoke force majeure if the circumstance preventing (further) performance of the agreement occurs after AERES should have fulfilled its obligation.

8.3 During force majeure, the delivery and other obligations of AERES are suspended. If the period in which performance of the obligations by AERES is not possible due to force majeure lasts longer than 3 months, both parties are entitled to dissolve the agreements without any obligation to pay compensation in that case.

8.4 If AERES has already partially fulfilled its obligations at the time of the onset of force majeure, or can only partially fulfill its obligations, it is entitled to invoice the already delivered or deliverable part separately and the counterparty is obliged to pay this invoice as if it were a separate agreement. However, this does not apply if the already delivered or deliverable part has no independent value.

Article 9 Confidentiality

Both AERES and the student/client will take all measures necessary to ensure the confidentiality of all data and information made available to each other. Parties will not disclose such information to third parties without the express written consent of the other party.

Article 10 Quality

10.1 AERES does everything possible to ensure a good quality of the courses. Should the student nevertheless have complaints about the quality of the course, the student can make use of the complaints procedure of AERES, which can be found on the website www.aeres.nl 10.2 Any claim for compensation will never be higher than the course fee payable by the student.

Article 11 Retention of Title

11.1 All items, materials, written advice, books, etc. delivered by AERES to the student/client under an agreement remain the property of AERES until the student/client has fully paid all amounts owed for the goods delivered or to be delivered or services performed or to be performed under that agreement.

11.2 The goods delivered by AERES, which pursuant to paragraph 10.1 fall under the retention of title, may not be resold and may never be used as a means of payment. The student/client is not authorized to pledge or in any other way encumber that which falls under the retention of title.

11.3 The student/client must always do what may reasonably be expected of them to secure the property rights of AERES. If third parties seize the goods delivered under retention of title or wish to establish or exercise rights thereon, the student/client is obliged to immediately inform AERES thereof. Furthermore, the student/client undertakes to insure and keep insured the goods delivered under retention of title

against fire, explosion, and water damage as well as against theft and to make the policy of this insurance available for inspection to AERES on first request. In the event of any payment of the insurance, AERES is entitled to these monies. Insofar as necessary, the student/client commits in advance towards AERES to give their cooperation to all that might be necessary or desirable in that context.

11.4 In the event that AERES wishes to exercise its property rights indicated in this article, the student/client gives in advance unconditional and irrevocable permission to AERES and third parties to be designated by AERES to enter all those places where AERES's properties are located and to take these back.

Article 12 Intellectual Property Rights

12.1 The copyright and all possible other rights of intellectual property, as well as similar rights for the protection of information with regard to provided advice, course material, documentation, or (digital) materials belong exclusively to AERES. Nothing in this agreement is aimed at the complete or partial transfer of such rights, unless otherwise agreed. With the signing of the agreement, the student/client commits not to make the course material, the documentation, or the materials available to third parties without prior written permission from AERES.

12.2 The course material, provided documentation, and/or (digital) materials may not be reproduced and/or made public and/or made available to third parties by means of print, photocopy, microfilm, or in any other way, without prior written permission from AERES. The student/client is not allowed to change, remove, or make unrecognizable any indication of the intellectual property right of AERES.

12.3 For every act in violation of this article, the student/client owes a fine of € 5,000.00 without prejudice to the right of AERES to claim full compensation.

Article 13 General Data Protection Regulation (GDPR)

AERES will include data of the student/client in an automated system. The student/client is obliged to provide AERES, upon first request, with the information needed for the administration. AERES will hereby observe the provisions arising from the General Data Protection Regulation (GDPR).

Article 14 Appeal to General Terms and Conditions

In addition to AERES, all (legal) persons who are engaged by AERES in the execution of the agreement between AERES and the student/client can appeal to these general terms and conditions.

Article 15 Applicable Law and Disputes

15.1 All legal relationships to which AERES is a party are exclusively governed by Dutch law, even if an obligation is wholly or partly performed abroad or if the party involved in the legal relationship has its domicile there. The applicability of the Vienna Sales Convention is excluded. 15.2 All disputes will be brought before the competent court in Arnhem. 15.3 Parties will only appeal to the court after they have made every effort to settle a dispute by mutual agreement.

Article 16 Location and Amendment of General Terms and Conditions

16.1 The version that was valid at the time of the establishment of the legal relationship with AERES applies.

16.2 The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.

16.3 AERES is authorized to amend these general terms and conditions. It will inform the student/client in writing of such an amendment at least three months before the amendment comes into effect.

Section Applicable to Open Contract Activities (see for additional explanation the general section, especially article 1)

Explanatory Glossary of Terms

In these general terms and conditions, the following terms are defined as: Student: the natural person who has registered (or has been registered by a client) and is enrolled for taking a course at AERES. Client: the company (legal entity) that purchases a course or training from AERES for the benefit of one or more of its employees. Where in the general terms and conditions the term student is mentioned, it can also be read as client.

A. Registration

1. Registration is possible via the internet by sending the registration form on our website.
2. The agreement resulting from the registration takes effect when the signed or email-confirmed registration form has been received.
3. After registration, the student will receive a confirmation from us by email. Approximately 3 weeks before the start of the course, the student will receive an invitation by email.
4. Registration takes place in order of receipt.
5. If a course is fully booked, the student will receive timely notification. If the student decides to want to follow the same course with a different start date or a different course, the student must register again.
6. In case of insufficient registrations for a particular open contract activity, AERES reserves the right to cancel this contract activity, whereby a refund of the already paid participant fee for the contract activity will take place. The student also has the option to use the already paid participant fee for the next similar contract activity. Any interim price increases will in that case be charged to the student.
7. If AERES changes the planned start date of the open contract activity, the student has the right to cancel the registration, provided that the cancellation must be received by AERES within two weeks after the announcement of the changed start date by AERES. If the

student fails to do so, the right to cancellation expires and the cancellation costs will be charged in accordance with article D. Cancellation by student/client.

8. By registering, the student or the client acknowledges to accept our general terms and conditions.
9. Name and address details can be used by us to keep the student informed of our activities. A participant list is prepared per course group with name and address details. This list is for verification of the data and is not (standard) provided to the participants. AERES will hereby observe the provisions arising from the GDPR, see also article 13.
10. The student must timely notify the administration of changes in his/her (address) details. The contact details are mentioned on the confirmation of registration.
11. AERES announces its open contract activities, among other things, in its own publications, magazines, brochures, and folders and via advertisements or press releases. AERES reserves the right to change the schedule of the open contract activities with regard to price, dates, time, and place.

B. Price

In January of each calendar year, the rates of all education programs and courses are indexed. The guideline for this is the consumer price index (CPI) for the preceding year. This annual price increase is published on the website and implemented from January 1 for all starting courses. AERES cannot be held to its prices if the student/client can reasonably understand that the price, or a component thereof, contains an obvious mistake or clerical error.

C. Financial Conditions

1. The tuition fee, the examination fee, or the installment payment must be paid in advance by means of a transfer or iDEAL payment, before the first day of the course and/or start of the exam. Cash payments, as well as payments by cheques, are not accepted.

2. The tuition fee for the education programs (or courses) of AERES that the student follows professionally, are exempt from VAT. The price published on the website can be maintained and is the price excluding VAT. If the student follows the course as a hobby, the price will be increased with VAT. This does not apply to the BHV courses. These are subject to VAT.
3. AERES is entitled to exclude students from participation in case of non-payment or late payment of course fees, insofar as the shortcoming justifies this exclusion.
4. In case of payment in installments, the course price is increased by 5%.
5. All costs incurred to collect the overdue amounts are at the expense of the negligent student or the employer who has taken over the payment obligation. If the employer fails to fulfill its payment obligation towards AERES or declares itself no longer willing to do so, the student must continue the agreement at their own expense.

D. Cancellation by Student/Client

1. Registration applies for the duration of the entire course for which the student has registered.
2. In case of registration via the website, the student has fourteen days to reconsider from the day of registration to cancel the course free of charge. During these fourteen days, the student can dissolve the agreement without giving reasons. In that case, already made (down) payments will be refunded. In that case, the student must return any received study material to AERES within seven days after receiving it. The costs of return shipment are borne by the student. After the dissolution period of fourteen days has elapsed, the student can only terminate the agreement prematurely if the conditions below are met.
3. If the registration has taken place within 4 weeks before the start of the course, the reflection period no longer applies if the course has started. In that case, 35% of the course price is due, with a minimum of € 50.
4. If the student wishes a different start date after registration, the student must first unsubscribe and register again. The cancellation conditions apply to the cancellation for the already made registration.

5. Cancellation of a registration must be done by email with confirmation of receipt. For the contact details, reference is made to the confirmation of registration.
6. In assessing the cancellation period, the date of the postmark or date of receipt of the email will be used.
7. In case of cancellation up to 3 months before the start of the course, an amount of € 50 cancellation costs (incl. start-up costs*) will be charged.
8. In case of cancellation up to 1 month before the start of the course, 10% of the course price is due, with a minimum of € 50.
9. In case of cancellation within 1 month before the start of the course, 35% of the course price is due, with a minimum of € 50.
10. In case of non-appearance of the student, the full course price is due.
11. No cancellation costs are due if the student dies. *Start-up costs are defined as: The costs that AERES has made in advance for the execution of the course agreement. These costs are: administration, IT costs, marketing costs, personnel costs, renting/securing training location, planning and compiling the lesson schedules, recruitment and/or planning of the teachers; specific information provision; the distribution of information material; administrative processing of the registration; setting up student files. Or other costs insofar as AERES can demonstrate these.

E. Interim Termination of Agreement

1. For all courses or education programs, it applies that interim cancellation after commencement is possible with observance of a notice period of 3 months. The cancellation must be made known to AERES by email, with confirmation of receipt. In determining the sending date of the cancellation concerned, the email sending date is marked as the sending date. The interim

cancellation is only official when the student has received a confirmation by email from AERES. The notice period starts from the 1st day of the next month.

2. There is no refund for interim termination of courses or education programs with a study duration of six (6) months or less.
3. For an interim termination of courses or education programs with a study duration of more than six (6) months, it applies that refund of prepaid course money after cancellation can take place for the months of the course not attended. Should that part of the course money not yet have been paid, then the remaining part will be credited.
4. The costs of the education already followed are in principle determined as follows: the costs in proportion to the number of months in which the lessons have been followed including the current month.
5. For each interim termination of courses or education programs with a study duration of more than six (6) months, an amount of € 150 in administrative costs will be charged.
6. In case of interim termination, the right to complete the current course or education program and to obtain the diploma or certificate expires.
7. Calculation example of restitution: Course duration from January 1, 2024, to June 1, 2025, total 17 lesson months. Course costs € 2,000. Student cancels as of August 15, 2024. In this case, the notice period starts as of September 1, 2024, and runs until December 1, 2024. The period December 1, 2024, to June 1, 2025, will be refunded. This is 6/17 of the total amount. From this, € 150 in administrative costs is deducted. Student receives € 555.88 in return. This will be settled with already paid or still outstanding invoices.

F. Cancellation or Non-appearance at an Exam

When the student wishes and/or is forced to cancel an exam (sick reports also fall under a cancellation), the student must send an email. The email address is mentioned on the confirmation of registration. In assessing the cancellation period, the date of receipt of the email will be used.

1. In case of cancellation up to 4 weeks before the start of the exam, no costs will be charged.
2. In case of cancellation within 4 to 2 weeks before the start of the exam, 35% of the exam fee is due.

3. In case of cancellation within 2 to 1 weeks/week before the start of the exam, 50% of the exam fee is due.
4. In case of cancellation within 1 week before the start of the exam, the full exam fee is due. This also applies to non-appearance, whether or not without notification by email, of the student; in that case as well, the full exam fee is due.
5. For being able to participate in the exam, the exam fee must be paid in advance.

G. Contact Details

The table below contains the general contact details of the various parts to which these general terms and conditions apply:

Department	Address	Email address
Aeres Training Centre Barneveld	P.O. Box 331, 3770 AH Barneveld	atc.barneveld@aeres.nl
Aeres Training Centre	P.O. Box 4, 8300 AA Emmeloord	info.trainingcentre@aeres.nl
AHPro		Info.nascholingen.hogeschool@aeres.nl

Section Applicable to Closed Contract Activities (see for additional explanation the general section, especially article 1)

I. Offers and Quotations

1. All offers and quotations from AERES are without obligation, unless explicitly stated otherwise in the offer and insofar as costs have not already been incurred by AERES in preparation for a contract activity.
2. AERES cannot be held to its offers or quotations if the Client can reasonably understand that the offers or quotations, or a component thereof, contain an obvious mistake or clerical error.
3. If the acceptance (whether or not on minor points) deviates from the offer or quotation included in the offer, AERES is not bound by it. The agreement then does not come into being in accordance with this deviating acceptance, unless AERES indicates otherwise.
4. A composite price quotation does not oblige AERES to perform a portion of the assignment against a corresponding part of the stated price. Offers and quotations do not automatically apply to future orders.

II. (Additional) Agreements

1. If the agreement is entered into in writing, it only comes into being through a written (order)confirmation from AERES.
2. Each agreement is entered into under the resolutive condition to be invoked by AERES that the Client is sufficiently creditworthy, such to be assessed solely by AERES.
3. Verbal commitments by and agreements with employees of AERES do not bind AERES until and insofar as they have been confirmed by it in writing.
4. In an agreement to purchase, an agreed delivery time is not a fatal deadline, unless explicitly agreed otherwise. If there is an agreed delivery period, the Client must give AERES written notice of default in case of non-timely delivery. AERES is allowed to deliver

sold items in parts. This does not apply if a partial delivery has no independent value. If the items are delivered in parts, AERES is authorized to invoice each part separately.

5. These general terms and conditions automatically apply to additional agreements and follow-up agreements between AERES and the Client.

III. Prices

1. The prices stated in an offer or quotation are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping, and administration costs, unless indicated otherwise.
2. In addition to the stated prices, in certain cases, a personal contribution may be requested from the participants of a closed contract activity. If this is the case, this will be communicated to the Client in a timely manner. If, in a closed contract activity, there is a matter of accommodation, the calculation of the accommodation costs is based on the highest number of participants that has been passed on to AERES by the Client at any time.
3. AERES is entitled to adjust the agreed prices and rates by means of a written notification to the Client for a contract activity that will take place according to the agreement after a date specified in the price quote. If the Client does not wish to agree to a price adjustment announced by AERES, the Client is entitled to terminate the agreement in writing within seven working days after the notification against the date on which the price adjustment would take effect. The Client is not entitled to terminate the agreement if the price change is a result of the adjustment of the price to a change in the monthly price index according to the consumer price index (CPI).

IV. Payment

1. All invoices sent by AERES must be paid by the Client in accordance with the payment conditions stated on the invoice. For the rest, payment must always be made within 14 days after the invoice date, in a manner to be indicated by AERES in the currency in which the invoice is made, unless otherwise indicated by AERES in writing. AERES is entitled to invoice periodically. The payment for all activities carried out by AERES must in any case be made before the start of the contract activity (even if that is

less than 14 days). If the Client has not complied with the payment conditions at the start of the activity, participation in the activity can be refused by AERES.

2. If the Client fails to pay an invoice on time, the Client is legally in default. AERES is then entitled to charge the Client, without any notice of default being necessary, the statutory interest on the outstanding amount, to be calculated from the due date of the invoice until the day of full payment of the amount due.
3. If the Client remains in default after a notice of default to pay the claim, the claim can be handed over. If the claim is handed over, the Client is, in addition to the amount then due and the statutory interest mentioned in article IV.2, also obliged to full compensation of the extrajudicial costs incurred by AERES. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice. If AERES, however, has incurred higher collection costs that were reasonably necessary, the actually incurred costs are eligible for compensation. Any judicial and execution costs incurred will also be recovered from the Client.
4. All additional costs in connection with the payment of an agreed activity are for the account of the Client.

V. Changes in Composition of Closed Contract Activities

1. AERES determines the nature, content, and form of the contract activity. If there is a closed contract activity, consultation with the Client takes place with regard to the nature, content, and composition of the contract activity, but this does not alter the fact that the professional final responsibility with regard to the closed contract activity remains with AERES.
2. The closed contract activity is provided as much as possible as described in the materials and other publications relating to the contract activity. AERES reserves the right to change the duration and composition of the contract activity and the materials at all times