



General Terms and Conditions - Claudia Rollersbroich International BVBA

Article 1. General terms and conditions

1. In these general terms and conditions the following definitions shall be understood to mean:
 - CRI: Claudia Rollersbroich International BVBA, the user of these general terms and conditions. The trading names of CRI include Balance Yr Life and Manage Yr Assets.
 - Client: any natural or legal person with whom CRI enters into an agreement or with whom CRI is negotiating the conclusion of an agreement.
 - Client: the person who takes part in the activity of CRI.
2. These general terms and conditions shall apply to all offers and agreements where CRI provides or supplies services. Deviations from these terms and conditions shall only be valid if parties explicitly agree upon this in writing in advance.
3. Any purchasing conditions or other general terms and conditions of the client shall not apply, unless they have been explicitly accepted by CRI in writing.
4. The fact that CRI does not demand strict compliance with the terms and conditions for a period of time does not affect its right to still demand immediate and strict compliance.
5. Void or voidable provisions shall not affect the validity or force of any other provisions. The void or voidable provision(s) shall be replaced with (a) new, legally admissible provision(s) consistent with the purpose and purport of the void or voidable provision(s).
6. Situations not provided for in these general terms and conditions, or about which there is uncertainty, shall be assessed in the spirit of, and in accordance with, the purpose of these general terms and conditions.
7. CRI reserves the right to amend or complement these general terms and conditions. Amendments of minor significance may be made at any time. The client shall be explicitly informed of any major amendments and their consequences.

Article 2. Quotations and agreements

1. Quotations offered by CRI are free of any obligations; they shall be valid for a period of 30 days unless stated to the contrary.
2. The prices specified in said quotations are given in euros and exclude VAT, unless otherwise indicated.
3. Any agreements made shall bind CRI from the time they have been confirmed by CRI in writing or from the time CRI, with the permission of the client, has initiated actions for implementation.
4. Any change in the factors affecting the rates and tariffs of CRI, including rates of third parties, currency exchange rates, insurance rates and any other fees or taxes, may be passed on to the client by CRI.
5. Quotations and agreements shall be based on the information known to CRI at the time. Any change in this information may signify a modification to the quotation or agreement.
6. If, during the execution of the agreement it appears that, for a proper performance, it is necessary to amend or complement the activities to be performed, parties shall amend the agreement accordingly in writing and duly sign it, on a timely basis and in mutual consultation. Amendments may affect an agreed upon moment of completion.

Article 3. Performance of agreements

1. The agreement between CRI and the client shall lead to a best-efforts obligation for CRI, not to an obligation to produce results. CRI shall fulfil its obligations in line with the standards of due care and professional expertise and according to the criteria applicable at the time.
2. If and insofar a proper performance of the agreement requires this, CRI shall reserve the right to outsource specific activities to third parties. This shall always occur in consultation with the client.
3. The client shall ensure that any data, which CRI indicates, is essential or which the client should reasonably understand to be essential for the performance of the agreement, is provided to CRI in a timely manner. If the data required for the performance of the agreement is not provided to CRI in time, CRI shall be entitled to suspend the performance of the agreement and/or pass on to the client any additional costs resulting from the delay in accordance with the usual charges.
4. CRI shall not be held liable for any damage, of whatever nature, resulting from the fact that CRI has relied on incorrect and/or incomplete data provided by the client, unless this inaccuracy or incompleteness should have been known by CRI.
5. In order to achieve an adequate performance of the agreement, the client shall be required to have an active attitude. The client shall furthermore attend the sessions at the agreed time and location, make notes where necessary and observe any agreements made during the sessions.

Article 4. Payment and default

1. Unless otherwise agreed upon in writing, payment shall be made within 30 days of the invoice date, in a manner to be specified by CRI, and in the currency specified in the invoice. Payment shall be made without any deductions, settlements, compensation or suspension for whatever reason. Objections to the sum of the invoices shall not suspend the payment obligation.
2. CRI shall be entitled to request from the client full or partial prepayment for the activities.
3. If the client has not paid the amounts owed by the due date at the latest, the client shall automatically be in default, without a further notice of default being required. In such cases, CRI shall be entitled to cease or suspend the agreed activities with immediate effect, without thereby incurring any obligation to pay damages to the client. CRI shall also be entitled to charge the statutory interest as of the due date of the invoice. The client shall be liable for any reasonable – judicial or extrajudicial – costs incurred for the purpose of obtaining satisfaction.
4. In the event of liquidation, bankruptcy or suspension of payment by the client, any claims by CRI as well as the obligations of the client towards CRI shall be immediately due and payable.



Article 5. Confidentiality

1. Parties shall be required to maintain confidentiality with regard to all confidential information they have obtained from each other or from any other source within the context of their agreement. Information shall be deemed to be confidential if this is communicated by the other party or if this results from the nature of the information.
2. Information in relation to the client shall, irrespective of the method of recording or transfer, only be provided to third parties after the client has taken note of this information and has given written permission for provision of this information, unless stipulated otherwise by the applicable legislation. CRI may therefore not be held liable if it reports unlawful activities to the sponsor of the client or to the legal authorities.
3. CRI shall not refer to the assignment externally without permission from the client.

Article 6. Intellectual property

1. Insofar as copyrights, trademarks, design rights, a trading name or any other intellectual property rights apply to the services provided by CRI for the performance of the agreement, CRI shall be and remain holder and owner, respectively, of such rights. The client may only use the physical carriers of these rights for the purpose for which they have been provided to the client, shall not multiply said carriers, and shall refrain from amending or removing the copyright name, brand name, design name, trading name or any other indications.
2. CRI reserves the right to use knowledge obtained in the performance of the activities for other purposes, to the extent that no confidential information is disclosed to third parties.

Article 7. Liability

1. Should CRI be liable, then this liability shall be limited to the stipulations of this provision. The limitations to the liability of CRI included in this provision shall not apply if the damage may be attributed to intent or gross negligence on the part of CRI and its subordinate(s).
2. Any liability of CRI for business losses or any other indirect damage or consequential damage, of whatever nature, is expressly excluded.
3. CRI may exclusively be held liable for direct damage caused by any attributable shortcoming in compliance with the obligation(s) resulting from the agreement.
4. CRI shall not be held liable for any damage caused by participation in an activity of CRI. Nor may CRI be held liable for damage as a result of the provision of incorrect or incomplete information by the Other Party.
5. CRI cannot be held liable for acts causing damage to others or the client themselves. The client hereby declares that they assume all liability for actions specified above or similar actions.
6. The liability of CRI shall be limited to the invoice value of the assignment, or in any event to the part of the assignment to which the liability relates.
7. In deviation from the provisions in paragraph 6 of this article, in the event of an assignment with a duration of more than six months, liability shall be further limited to the invoice amount due over the last six months. If, due to or in relation to the performance of services by CRI or otherwise, damage is caused to

persons or property, for which CRI may be held liable, this liability shall be limited to the amount paid out pursuant to the general liability insurance taken out by CRI, including any excess borne by CRI in relation to this insurance.

8. The client shall indemnify CRI against any claims by third parties which are – directly or indirectly – related to or the result of the legal relationship between CRI and the client.

Article 8. Cancellations

1. CRI shall be entitled to cancel an activity or refuse the participation of a client, or refuse the client designated by the client without notification of reasons, in which case the client shall be entitled to a refund of the full amount paid to CRI by said client minus the performance delivered up to the termination. In the event of a force majeure, CRI shall also be entitled to suspend or dissolve the agreement.
2. Cancellation of the assignment by the client may occur free of charge up to 8 weeks before the start of the (first) activity/training session. In the event of non-cancellation, the client shall be obliged to pay the total amount.
3. In the event of cancellation within 8 to 4 weeks of the (first) activity/training session, CRI shall be entitled to charge 50% of the amount due, and in the event of cancellation within 4 weeks, the full amount.
4. If, after the start of the activity/training session, the client or the client designated by the client terminates participation prematurely, or otherwise does not participate, the client shall not be entitled to any refund. A payment obligation shall continue to exist on the basis of the invoice. This provision shall also be applicable if several activities are involved for which registration occurred in one tranche (for example, a training course comprising several sessions).
5. A private/individual supervisory or coaching session or a massage may be cancelled or rescheduled free of charge up to 24 hours before the appointment. In the event of cancellation or rescheduling within 24 hours of the appointment, CRI shall be entitled to charge the full amount agreed upon for the session.
6. Missed sessions shall be charged in full. Absence shall not lead to entitlement to a refund of amounts already paid.

Article 9. Personal details

By entering into an agreement with CRI, CRI shall be granted permission for the automatic processing of the personal details obtained from the agreement. CRI shall only use these personal details for its own activities.

Article 10. Disputes settlement

1. Belgian law shall apply to every agreement between CRI and the client.
2. Disputes resulting from agreements to which these terms and conditions apply, and which do not fall under the competence of the sub-district court, shall be referred to the competent court of the district in which CRI has its registered office.