

# General terms and conditions E-Ports B.V.

September 2024

# Article 1

## Terms and definitions

- 1.1 Terms are capitalised and can be used in singular or plural without loss of meaning.

Connection point	The point on the Client's Construction Site where the Work is connected to the Client's mains power connection.
Recommendations	Third-party reports or recommendations necessary for the proper performance of the Agreement.
General Terms and Conditions	These General Terms and Conditions.
Bank guarantee (Appendix)	The guarantee provided by a reputable bank recognised in the Netherlands, according to the model attached as Appendix.
Construction site (Appendix)	The location where the Contractor will realise and deliver the Work, indicated on the plan drawing attached as an Appendix.
Ready to build	The readiness for construction of the Construction Site such that it is suitable for the realisation and delivery of the Work without further processing by the Contractor.
Building time	The time required to realise the Work.
VAT	Value added tax (sales tax) at the rate set by the government.
Documents	<p>The documents relating to the Work, consisting of, for example:</p> <ul style="list-style-type: none"><li>• (situational) drawings</li><li>• technical principles</li><li>• floor plans</li><li>• cross section(s)</li><li>• recommendations</li></ul>

Environmental licence	The permit under the Environmental Law (General Provisions) Act that is or could be required for the realisation of the Work.
Delivery date	The date on which the Work was created and delivered by the Contractor.
Agreement	The agreements recorded in writing between Contractor and Client regarding the delivery of goods and/or the performance of work and/or the provision of services.
Client	The person who issues an order to Contractor for the delivery of goods and/or the performance of work and/or the performance of services, which is accepted by Contractor.
Contractor	The private company with limited liability E-ports B.V, with its registered office in Meppel, registered with the Chamber of Commerce under number 80060072, with its visiting address at Blankenstein 110, 7943 PE Meppel.
Contractsum	The price for the performance of the Agreement, including VAT (private) or excluding VAT (company).
Work	The work of a physical nature to be created and delivered under the Agreement.
Work day	A calendar day, unless it falls on a generally recognised rest and vacation days, public holidays, and other non-individual days off, whether or not prescribed by the government or by or under a collective work agreement.

Unworkable working day

A Working day on which, due to circumstances beyond the Contractor, the majority of the employees or machines cannot work for at least five hours, including in any case, but not exclusively, a wind force on the Construction Site of 4 Beaufort or more.

## Article 2

# Applicability of General Terms and Conditions

- 2.1 The General Terms and Conditions apply to the exclusion of any purchase or other general terms and conditions of the Client, which are expressly rejected by the Contractor.
- 2.2 Deviations from the General Terms and Conditions shall be laid down in the Agreement.

## Article 3

# Quotations

- 3.1 All quotes from the Contractor are without obligation and are valid for a period of two weeks.
- 3.2 Contractor's quotations are based on the prices of cost components, including, but not limited to, wages, social security charges, prices of raw and auxiliary materials, fuels, taxes, levies and other such components. All prices stated in quotations of Contractor shall apply for a period of two weeks from the date of the quotation.
- 3.3 Quotations are based on information provided by or on behalf of the Client. If special requirements are imposed with regard to the Work, these requirements must be communicated by the Client to Contractor in writing. If the measurements, calculations, drawings or other data provided by or on behalf of Client prove to be incomplete or incorrect at any time, all resulting damage/costs, by whatever name, will be borne by Client.



## Article 4 Agreement

- 4.1 Agreements between the Contractor and the Client are only established in writing by the signing of the Agreement by both the Client and the Contractor.
- 4.2 If, during the fulfilment of the Agreement, it becomes apparent that, for the proper execution thereof, it is necessary to amend or supplement all or part of the underlying agreements, the Client and the Contractor will engage in timely negotiations with regard to this and endeavour to adjust the Agreement accordingly in joint consultation.

## Article 5 Additional work/amendment

- 5.1 Additional work or amendments are considered to be all work and deliveries desired by the Client which are not included in the Agreement, as well as all amendments desired by the Client if these involve cost increases for the Contractor.
- 5.2 Contractor will confirm the commissioned additional work or amendment, if it intends to accept it, in writing as soon as possible and, wherever possible, provide a price quotation for it.
- 5.3 The agreement to perform additional work or amendment is subject to the same provisions as provided for in the original Agreement.
- 5.4 The Contractor's unwillingness to carry out additional work or amendment cannot result in the original Agreement being terminated.

## Article 6 Contract sum, invoicing, interest, costs

- 6.1 The Contract sum is determined in the Agreement.
- 6.2 If, after the conclusion of the Agreement, one or more of the cost components referred to in Article 3.2 of these General Terms and Conditions is subject to an increase, the Contractor will be entitled to increase the Contract sum accordingly, even if this increase was foreseeable.
- 6.3 Price adjustments due to government laws and regulations will be passed on net.
- 6.4 Contractor is at all times entitled to invoice on an advance basis or to invoice in instalments.
- 6.5 Client must pay Contractor's invoices within the time specified on the invoices.
- 6.6 In the event of non-payment, late payment or incomplete payment of an invoice, the Contractor will send the Client a one-time payment reminder offering the Client the opportunity to make payment within 14 days of the payment reminder being sent. If payment is also not made within this period, Client is in default without further notice of default and all payment obligations of Client become immediately due and payable.
- 6.7 If the term of payment is exceeded, the statutory interest (private individuals) or statutory commercial interest (companies) will be due with effect from the day on which the default as referred to in article 6.6 of these General Terms and Conditions commences. In addition, all extrajudicial costs reasonably incurred by Contractor in the context of non-, incomplete or late payment by Client shall be paid by Client. These costs are set at 15% of the principal sum due (excluding VAT), with a minimum of € 1,000 excluding VAT. If Client is a natural person not acting in the practice of a profession or business, he shall owe all (extra)judicial collection costs, which shall be calculated in accordance with the graduated scale included in the Dutch Extrajudicial Collection Costs Act (Wet normering buitengerechtelijke incassokosten), with a minimum of € 40.

- 6.8 Complaints about invoices must be submitted in writing by Client to Contractor within five working days after the sending date of the invoices, under penalty of forfeiture of rights. After expiry of this period, the contents of the invoices will serve as exclusive evidence regarding the (value and correct execution of the) services provided thereunder, subject to proof to the contrary.
- 6.9 Application for or an assigned reclamation does not suspend the Client's payment obligation.
- 6.10 Payments made by Client always serve in the first place to deduct all interest and costs due and in the second place to deduct the invoices which have been due longest, even if Client states that the payment relates to a later invoice.
- 6.11 On or after entering into the Agreement, the Contractor will be entitled at all times to require proper security from the Client for the fulfilment of the Client's obligations under the Agreement in the form of a Bank Guarantee in the amount of the (entire or part of the) Contract sum. The Contractor is entitled to suspend its obligations towards the Client until security as aforementioned has been provided by the Client. The Client will comply with this at first request. If the Client fails to provide any or adequate security, the Contractor will be entitled to dissolve the Agreement. In that case, the Client is liable for all damage suffered by the Contractor.
- 6.12 The Contractor under no circumstances provides a Bank Guarantee or any other form of security.

## Article 7

## Licences and exemptions, grants

- 7.1 The Client is responsible for applying for and obtaining an Environmental Permit or other governmental permit, permission or exemption in time for the realisation of the Work on the Construction Site.
- 7.2 The Client is responsible for applying for subsidies, however named. Where necessary and possible, the Contractor will cooperate in submitting an application.
- 7.3 The costs involved in the provisions of Article 7.1 and Article 7.2 of these General Terms and Conditions are to be borne by the Client.

## Article 8 Construction site

### 8.1 Client guarantees that:

- a. the Construction site is and remains Ready to build;
- b. the Construction Site is not contaminated in such a way that in accordance with laws and regulations it is not suitable for the realisation of the Work;
- c. the Construction site has sufficient working space;
- d. the Construction Site is capable of bearing a load and offers sufficient load capacity for the necessary lifting, digging and crane operations;
- e. sufficient driving plates are available for lifting, digging and crane operations;
- f. the Construction site has a guarded and lockable area where materials can be stored dry;
- g. the inverter can be placed indoors at a maximum distance of 25 metres from the Work;
- h. there is sufficient free parking space near the Construction site for the subcontractor(s) and employee(s) of the Client;
- i. there are adequate facilities in the immediate vicinity of the Construction site for the supply, storage and/or disposal of building materials and resources;
- j. there is a sufficient power connection and running water on the Construction site;
- k. a container is available where any waste can be deposited;
- l. there is an area for lavatory use, and a dry and heated area for breaks on the Construction site.

8.2 Any additional costs incurred by Contractor as a result of Client's failure to comply with the provisions of article 8.1 of these General Terms and Conditions shall be borne by Client. In the event that, after the Agreement has been realized, the Construction site is found to be contaminated, the Client will be liable for any resulting damage suffered by the Contractor.

8.3 The Client guarantees that, to the extent applicable, work and/or deliveries to be carried out by others, which do not form part of the Contractor's work, will be carried out in such a way and in such a timely manner that the execution of the Work is not delayed or otherwise impeded by it.

## Article 9 Time frames

- 9.1 Agreed time frames assume, where relevant, the number of Workable days estimated in the Agreement.
- 9.2 Deadlines applicable to Contractor are always approximate and are not deadlines for Contractor.
- 9.3 An agreed time frame only starts after the Agreement has been established and all data necessary for the execution of the Agreement are in the possession of Contractor. An agreed time frame is extended by at least the number of days that have elapsed between the moment of agreement and the moment at which all data necessary for the fulfilment of the obligations under the Agreement are in the possession of the Contractor.
- 9.4 Contractor is never liable for exceeding the Building time and/or Delivery date, due to whatever cause. Exceeding the Building time and/or Delivery date does not oblige the Contractor to any compensation and does not give the Client the right to terminate the Agreement and/or refuse acceptance and/or, in case the Client is a company, to invoke suspension.

## Article 10 Execution of the Work

- 10.1 The Contractor guarantees to perform the Work with due observance of the requirements of good and sound work, applicable NEN standards, laws and regulations and any conditions under the Environmental Permit (Omgevingsvergunning) and/or other government permits or consents.
- 10.2 The Contractor is entitled to outsource all or part of the work assigned to it to third parties.
- 10.3 The Contractor is entitled to an extension of the period within which the Work will be completed if, as a result of force majeure, circumstances for which the Client is responsible or as a result of a change in the Agreement or in the conditions of execution, the Contractor cannot be expected to complete the Work within the agreed time frame.

## Article 11 Legal liability and responsibility of Client

- 11.1 Client bears the risk for damage caused by:
- a. Inaccuracies in the information given and/or work assigned.
  - b. Defects relating to the Construction site that interfere with the Work.
- 11.2 The Client is responsible for the Connection point and the timely readiness of the Connection point for the delivery of the Work.
- 11.3 The Client is responsible for obtaining proper insurance cover from the date on which the Client becomes the owner of the Work. If the Work is realised on a structure, the Client is responsible for discussing the execution of the Agreement with its insurance company before the start of the execution of the Agreement and, if necessary, taking out additional insurance or adjusting its insurance accordingly.
- 11.4 If warranted by the scale of the Work, the Client and the Contractor will coordinate the insurance aspects of the Work with the mutual (damage) insurances.

## Article 12 Cables and pipelines

- 12.1 The Client is responsible for providing the information known to it regarding the height of the location of cables and pipelines in and around the Construction site.
- 12.2 The Contractor will notify the digital desk of the Land Registry (Klic-online) of the commencement of the performance of the (digging) activities, which may involve cables and pipelines present in the ground, in accordance with the ground-breaking regulations (Wet Informatie-uitwisseling Ondergrondse Netten; WION). The costs shall be borne by the Client.
- 12.3 Client is responsible for the timely application for utility connections. If applicable, the Contractor will coordinate with the relevant utility companies. The costs shall be borne by the Client.

## Article 13 Materials and equipment

- 13.1 Contractor will give Client the opportunity to inspect the materials and equipment to be used. The inspection must take place upon arrival at the work. Contractor is authorized to be present at the inspection or to be represented. Any materials or equipment made available by Client will be considered approved.

## Article 14 Approval and delivery of Work

- 14.1 The Contractor reports the Work ready for delivery and gives the Client the opportunity to inspect the Work on the delivery date.
- 14.2 Inspection takes place on the delivery date by the Client and the Contractor jointly, in which the Contractor may be assisted or represented. The Client and the Contractor will draw up a report of delivery, in which any defects are noted. The report will be signed by the Client and the Contractor.
- 14.3 If the Client has actually taken the Work into use before the Delivery date, the Work will be considered approved.
- 14.4 Minor defects may not hinder approval of the Work, provided they do not prevent any taking into use of the Work.
- 14.5 Delivery issues will be corrected within a period of 28 days from the delivery date, unless due to delivery deadlines of suppliers or subcontractors, a longer period is justified.



## Article 15 Complaints and claims

- 15.1 Complaints about obligations carried out by Contractor must be reported in writing to Contractor by Client, under penalty of forfeiture of rights, as soon as possible after he discovers or reasonably should have discovered the defect, but no later than 14 days after completion of the concerning obligation. The report must contain an as detailed as possible description of the shortcoming(s), so that Contractor is able to give an adequate response.
- 15.2 Claims are only possible if there have been no circumstances beyond Contractor's control within the meaning of these General Terms and Conditions.
- 15.3 In the event of legitimate complaints by the Client, the Contractor shall, at its discretion, repair or replace the defects within a reasonable time frame. This time period will always be at least 6 weeks.
- 15.4 Payment by the Contractor as a result of a claim by the Client is made after deducting due claims of the Contractor against the Client.

## Article 16 Force majeure

- 16.1 In addition to the provisions of Article 6:75 of the Dutch Civil Code, force majeure is understood to mean any circumstance beyond the Contractor's will or control, which is such that full or partial compliance with the Agreement cannot reasonably be required of the Contractor.
- 16.2 Force majeure includes: lack of raw materials, disruptions in the production process that were not caused by the fault or negligence of either the Client or its suppliers and/or subcontractors, strikes, lock-outs, quarantine, epidemics, mobilisation, state of siege or state of war, terrorist threats, obstructed or closed shipping, abnormal weather conditions with among other things water problems, attributable failure or invocation of force majeure of or by third parties engaged by the Contractor in the performance of the Agreement, transport difficulties, fire, flooding, spread of (computer) virus or hacking of software and communications systems of the Contractor and other serious disruptions in the business of the Contractor or of its suppliers and/or subcontractors, as well as any impediments caused by government measures.

- 16.3 If the Contractor cannot carry out the Agreement as a result of circumstances beyond its control, it has the right either to invoke dissolution of the Agreement without being liable to pay compensation to the Client, or to promise the Client that it will still fulfil the Agreement but under different conditions, in which case the Client has five working days to refuse the new conditions and dissolve the original Agreement without the Contractor becoming liable for compensation.
- 16.4 The Contractor is entitled to claim payment of that which has already been carried out by the Contractor in the execution of the Agreement, before the circumstances causing the force majeure became apparent.

## Article 17

### Retention of title

- 17.1 Ownership of the Work remains with the Contractor and will not pass to the Client until the Client has fulfilled its payment obligations to the Contractor under the Agreement.
- 17.2 The Contractor is obliged to treat the Work delivered under retention of title with due care and as the Contractor's recognisable property, to keep it insured and not to pledge it or otherwise offer it as security to third parties, to process it, transfer it or hand it over to third parties.

## Article 18

### Prohibition of cession and pledge

- 18.1 The Client is not entitled to transfer or encumber any rights or obligations under the Agreement without the Contractor's prior written consent. This article is intended to have the effect of property law.

## Article 19 Insurance

- 19.1 Contractor has taken out a general CAR insurance policy, the policy of which is available for inspection by Client upon first request.

## Article 20 Warranty

- 20.1 For materials/products delivered by the Contractor or the Work, a guarantee only applies if and as provided by the manufacturer or supplier of the relevant item.  
More or other guarantees are explicitly not provided by the Contractor. The Contractor provides the Client with the guarantee provisions of the relevant manufacturers or suppliers. These warranty provisions set out the scope of the warranties, including, but not limited to, the commencement, duration and geographical scope of the warranties, the conditions of the warranties, the coverage of the warranties and the exclusions of the warranties.
- 20.2 The warranty period for installation work by/on behalf of the Contractor is 2 years from the Delivery date.
- 20.3 Redelivery, replacement or repair does not extend or renew the warranty period.
- 20.4 The specified kWh yield values are realistic, substantiated values. However, the Contractor accepts no liability for the actual yield value, which may deviate from the stated yield value. Deviations may be caused by various external circumstances, such as, but not limited to, contamination of the solar panels, shadow effects and/or the amount of sunlight hours.

# Article 21

## Liability Contractor

- 21.1 The Contractor's liability on account of an attributable failure in the fulfilment of the Agreement, wrongful act or for any other reason, is limited to the amount or amounts paid under the insurance policy or policies taken out by the Contractor.
- 21.2 If, for whatever reason, no payment is made under the aforementioned insurance policy or policies, the Contractor's liability shall, without prejudice to the other provisions of this article, be limited to the value of the service (excluding VAT) in the fulfilment of which the Contractor has failed, with a maximum of € 25,000, including VAT, per event or series of events with a common cause.
- 21.3 Contractor is never liable for indirect damage or consequential damage, such as loss of revenue, lost profits, lost opportunities, immaterial damage, environmental damage and damage to reputation.
- 21.4 In the event that the Work does not function, or functions in a reduced way, regardless of the cause, the Client will not be compensated (retroactively) for any loss in (energy) yield that may occur as a result.
- 21.5 Client is not liable for consequences for changes in tax or energy legislation.
- 21.6 The Contractor's liability for auxiliary persons is excluded.
- 21.7 Any claim against the Contractor on the basis of an Agreement made with the Contractor lapses by the mere expiry of 12 months, unless a summons has been validly issued against the Contractor before then. The expiry period commences on the day following that on which the Client became aware or could reasonably have become aware of both the damage and the liable party.
- 21.8 Conditions limiting, excluding or determining liability which may be relied on against the Contractor by third parties may also be relied on against the Client by the Contractor to the same extent.

- 21.9 The limitations of liability set out in these General Terms and Conditions do not apply if the damage is the result of intent or deliberate recklessness on the part of the Contractor or its executive employees.

## Article 22 Indemnity

- 22.1 The Client indemnifies the Contractor, its personnel and any third parties engaged by the Contractor in the context of the performance of its obligations under the Agreement against all claims by other third parties for compensation for any loss or damage suffered by the latter, caused by or otherwise related to services provided by the Contractor under the Agreement.

## Article 23 Intellectual property

- 23.1 All information, oral or written, provided by the Contractor to the Client remains the property of the Contractor and may only be used by the Client for the purpose for which it has been provided. This information may not be reproduced or published without prior written consent of the Contractor.
- 23.2 Unless otherwise agreed, all (intellectual) property rights to the Work accrue to the Contractor regardless of whether the Client has been charged costs for its production.
- 23.3 If Client acts in violation of article 23.1 and article 23.2 of these General Terms and Conditions, Client owes Contractor an immediately due and payable penalty of € 5,000 for each violation. After the expiry of one working day after Contractor has notified Client of the violation, Client shall also owe Contractor a penalty of € 1,000 for each day that the violation has not been terminated. All this without prejudice to Contractor's right to fulfilment and/or compensation.

## Article 24 Termination of Agreement

- 24.1 An Agreement ends by completion of the service.
- 24.2 Without prejudice to the statutory termination options and other rights, the Contractor is in any case entitled to have the Agreement terminated or dissolved with immediate effect by giving notice, without being liable to pay compensation and without the Contractor being obliged to send any notice of default, if:
- a. Client is declared bankrupt, files for bankruptcy or has its uch bankruptcy filed;
  - b. Client applies for (provisional) suspension of payment;
  - c. all or part of the Client's assets are seized;
  - d. the Client's authority is transferred to a party other than at the time the Agreement was agreed upon;
  - e. Client loses legal status or shuts down, dissolves or liquidates all or part of its company;
  - f. Client effectively ceases and/or has effectively terminated its entrepreneurial activities;
  - g. Client cannot fulfil its obligations to Contractor due to force majeure and that force majeure situation persists for at least 20 calendar days;
  - h. Client offers a private arrangement to its creditors.
- 24.3 Obligations under the Agreement and these General Terms and Conditions which by their nature are intended to continue after the termination of the Agreement will continue after the termination of the Agreement.

## Article 25 Applicable law and litigation

- 25.1 These General Terms and Conditions and all Agreements between Client and Contractor, as well as any non-contractual claims related thereto, are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded.

- 25.2 All disputes that may arise in connection with the Agreement or the agreements resulting from it will, insofar as no amicable settlement is possible, be settled by the District Court of North Netherlands, location Assen.



 Unlocking lots.