

## TERMS AND CONDITIONS FOR OPERATIONS AND MAINTENANCE AGREEMENTS

### Artikel 1 - Definitions

- 1.1 **Offer:** an offer, quotation or proposal from Zonnepark Services Nederland to enter into an agreement.
- 1.2 **General Terms and Conditions:** these general terms and conditions of Zonnepark Services Nederland.
- 1.3 **ALIB 2024:** the *Algemene Leveringsvoorwaarden Installerende Bedrijven 2024* (General Terms and Conditions of Delivery for Installing Companies 2024).
- 1.4 **Management:** management activities carried out remotely by Zonnepark Services Nederland.
- 1.5 **Client:** the party with whom Zonnepark Services Nederland enters into an agreement, to which the General Terms and Conditions apply.
- 1.6 **Corrective maintenance:** the elimination of defects and malfunctions.
- 1.7 **Maintenance:** maintenance activities carried out by Zonnepark Services Nederland.
- 1.8 **Agreement:** the agreement between the Client and Zonnepark Services Nederland, to which the General Terms and Conditions apply.
- 1.9 **Parties:** the Client and Zonnepark Services Nederland jointly.
- 1.10 **Preventive maintenance:** maintenance to prevent malfunctions and defects.
- 1.11 **Zonnepark Services Nederland:** Zonnepark Services Nederland B.V. and its affiliated companies that make use of the General Terms and Conditions.

### Artikel 2 - Scope

- 2.1 The General Terms and Conditions apply to all (legal) acts of Zonnepark Services Nederland, such as offers and agreements, with regard to the execution of Management and Maintenance (of (amongst others) installations) during a certain period.
- 2.2 If a provision of the General Terms and Conditions is invalid or becomes invalid, the other provisions will remain in force and the Parties will enter into consultations in order to agree on a new provision to replace the invalid provision, taking into account the purpose and content of the invalid provision as much as possible.
- 2.3 Zonnepark Services Nederland reserves the right to change the General Terms and Conditions at any time. Changes to the General Terms and Conditions will take effect as soon as they have been published by Zonnepark Services Nederland in a manner to be determined by Zonnepark Services Nederland.
- 2.4 The General Terms and Conditions apply in addition to the ALIB 2024, insofar as the latter terms and conditions have been agreed upon.

### Artikel 3 - Offers and conclusion of the Agreement

- 3.1 Offers are valid for a maximum of 30 days, unless a different term is specified in the Offer. If the Offer is not accepted in writing within this period, the Offer expires, except in the event that Zonnepark Services Nederland has extended the validity period of the Offer in writing.
- 3.2 As long as Offers have not been accepted, Zonnepark Services Nederland can change or withdraw Offers within the aforementioned period of 30 days.
- 3.3 The Agreement is concluded after the Offer has been signed by the Client, after the Parties have signed a written agreement or when Zonnepark Services Nederland commences the execution of the Agreement.

### Artikel 4 - Execution and adaptation of the Agreement

- 4.1 If the size of the installation is changed, the Agreement will be amended accordingly. The change in size will be confirmed in writing by Zonnepark Services Nederland. This confirmation shall be deemed to be an annex to the Agreement.
- 4.2 All work, modifications, connections of auxiliary equipment, relocations and other changes not carried out by Zonnepark Services Nederland shall be checked by Zonnepark Services Nederland. These activities are not part of the Agreement and will be charged to the Client by Zonnepark Services Nederland at the conditions and rates

included in the Agreement or as established by Zonnepark Services Nederland for the applicable year.

- 4.3 Agreed reaction times in the Agreement do not commence until Zonnepark Services Nederland has actually become aware of a malfunction or defect. The reaction time is deemed to have ended as soon as the organizing of the investigation into or the correction of the malfunction or defect has been initiated.
- 4.4 The performance of services relating to government regulations, which came into force after the date of the conclusion of the Agreement, is excluded from the Agreement. The Client may not transfer its rights and obligations under the Agreement to a third party without the prior written consent of Zonnepark Services Nederland.
- 4.5 Without the Client's consent, Zonnepark Services Nederland may transfer its rights and obligations under the Agreement to a third party or have them performed by a third party.

### Artikel 5 - Term and termination of the Agreement

- 5.1 The duration of the Agreement is, provided that a period has been agreed upon, laid down in the Offer or in the written agreement signed by the Parties. The term commences on the commencement date as stipulated in the Offer or in the written agreement signed by the Parties.
- 5.2 At the end of the agreed period, the Agreement shall be tacitly extended from calendar year to calendar year, unless one of the Parties terminates the Agreement in writing, taking into account a notice period of three months before the end of the relevant period.
- 5.3 If the Agreement ends, any claim of Zonnepark Services Nederland will become immediately due and payable.
- 5.4 If Zonnepark Services Nederland deems repair or replacement of the installations or equipment necessary and the Client refuses to have this repair or replacement carried out at its expense, Zonnepark Services Nederland is entitled to terminate the Agreement with immediate effect.
- 5.5 In the event of early termination of the Agreement, the amounts already invoiced on the basis of the Agreement will not be refunded under any circumstances nor will the Client be entitled to a refund.

### Artikel 6 - Prices

- 6.1 The prices stated in the Offer and the Agreement are exclusive of turnover tax and other government charges related to the activities of Zonnepark Services Nederland.
- 6.2 The prices of Management and Preventive Maintenance are based on an uninterrupted course of work and the size of the installation. If the Client causes waiting times for Preventive Maintenance of more than 1 hour, these may be charged separately.
- 6.3 The remuneration for Management and Preventive Maintenance must be paid in advance on a quarterly basis. In the event of termination of the Agreement by the Client, no refund will be made.
- 6.4 The price of Preventive Maintenance does not include the costs for:
  - replacement materials;
  - repair;
  - installation or supply of normal consumables, which can be easily replaced by the Client.
- 6.5 Unless the parties have agreed otherwise, Corrective Maintenance will be carried out on a time, materials, and mark-up basis.
- 6.6 Zonnepark Services Nederland has the right to index the prices annually based on the applicable indexation percentage *Centraal Bureau voor de Statistiek* (Central Agency for Statistics in the Netherlands).
- 6.7 Zonnepark Services Nederland has the right to pass on all cost-increasing circumstances that arise after the conclusion of the Agreement to the Client.

### Artikel 7 - Payment

- 7.1 Payment of the invoices of Zonnepark Services Nederland must take place within 14 days after the invoice date. If the

- Client does not pay within this period, the Client will be in default by operation of law.
- 7.2 If the Client does not pay the amount and interest due after being given notice of default by Zonnepark Services Nederland, the Client is obliged to reimburse the extrajudicial and judicial costs incurred by Zonnepark Services Nederland.

#### **Artikel 8 - Organizational aspects**

- 8.1 The Client provides Zonnepark Services Nederland with access to the installations and equipment relating to the Agreement. Good and safe access to the installations and equipment must be guaranteed in all areas that have to be entered in connection with services to be performed. The Client will also cooperate fully to ensure the smooth running of the services provided by Zonnepark Services Nederland.
- 8.2 The Client shall provide Zonnepark Services Nederland with all available information about the installations and equipment relating to the Agreement.
- 8.3 The Client shall ensure that the measuring equipment is always easily and safely accessible to Zonnepark Services Nederland and can be accessed properly by means of good internet connectivity. The Client shall also ensure that the measuring equipment is protected against damage and against seal breaking.
- 8.4 If the installations and equipment are not easily and/or safely accessible, Zonnepark Services Nederland has the right to remove the obstacles or to implement changes at the expense and risk of the Client. This does not affect the Client's obligations under the previous paragraphs.
- 8.5 The Client shall ensure that Zonnepark Services Nederland can carry out its activities in a safe environment.
- 8.6 If necessary, the Client will provide Zonnepark Services Nederland with an auxiliary worker free of charge during the work and, if applicable, provide the necessary safe climbing equipment or an aerial lift and its relocation.

#### **Artikel 9 - Liability**

- 9.1 Zonnepark Services Nederland is only liable for damage suffered by the Client that is directly and exclusively the result of an attributable failure to comply with the Agreement of Zonnepark Services Nederland. Zonnepark Services Nederland is not liable for consequential damage, operational loss, loss of production, damage as a result of loss of data, depreciation of products and other indirect damage, unless the damage is the result of intent or gross negligence on the part of Zonnepark Services Nederland. Furthermore, Zonnepark Services Nederland is not liable for damage that is partly the result of another event for which a third party is liable or a circumstance that can be attributed to the Client.
- 9.2 In the event of termination or suspension of the Agreement by Zonnepark Services Nederland, Zonnepark Services Nederland will not be liable to the Client for any damage to be suffered by the latter in that case.
- 9.3 Zonnepark Services Nederland will only be in default after the Client has given Zonnepark Services Nederland a written notice of default and a reasonable period to comply with the Agreement has expired.
- 9.4 The total liability of Zonnepark Services Nederland is limited to the total amount that Zonnepark Services Nederland has charged to the Client on the basis of the Agreement for Management and Preventive Maintenance during the 12 months prior to the (first) event that led to the damages suffered by the Client.
- 9.5 In the event of force majeure, Zonnepark Services Nederland is not liable for any shortcoming in the performance of the Agreement. Force majeure includes, but is not limited to: disruptions in the electricity grid, disruptions in the production process, disruptions in communication services, disruptions in connections, problems with software, defects in machinery, switching errors, use of inferior, defective or unsuitable accessories or consumables, improper use of the equipment by the Client, limited availability of components, acts of war and terrorism in and outside the Netherlands, riots, epidemics, pandemics, natural disasters, fire and other calamities, (copper) theft, bad weather

- (hail), (work) strikes, government measures, transport obstacles and non-compliance with obligations by third parties on whom Zonnepark Services Nederland depends.
- 9.6 The Client is obliged to indemnify Zonnepark Services Nederland with respect to all claims by third parties for compensation of damages, for which the liability of Zonnepark Services Nederland is excluded in the General Terms and Conditions.
- 9.7 The exclusion and limitation of liability of Zonnepark Services Nederland also apply to the personnel of Zonnepark Services Nederland and (the personnel of) subcontractors.

#### **Artikel 10 - Lapse of rights**

- 10.1 The Client's claim on the basis of an attributable shortcoming lapses and is inadmissible if the Client has not submitted a substantiated complaint in writing to Zonnepark Services Nederland within 3 months after he has discovered or reasonably should have discovered the shortcoming.
- 10.2 The Client's claims against Zonnepark Services Nederland will lapse one year after they have become due and payable.

#### **Artikel 11 - Suspension and dissolution**

- 11.1 If the Client fails to comply with any obligation or justifiable concerns arise that the Client is or will not be able to meet its obligations towards Zonnepark Services Nederland, as well as in the event of bankruptcy and (provisional) suspension of payments, cessation, liquidation or partial transfer of the Client, Zonnepark Services Nederland is competent, without any notice of default or judicial intervention, to suspend the performance under the Agreement or dissolve the Agreement, in whole or in part.
- 11.2 In the event of suspension or dissolution on the basis of the previous paragraph, any claim of Zonnepark Services Nederland will become due and payable immediately.
- 11.3 In the event of force majeure on the part of Zonnepark Services Nederland, the Client cannot dissolve the agreement.
- 11.4 Malfunctions and defects do not give the Client the right to suspend payments.

#### **Artikel 12 - Disputes**

All disputes arising from the Agreement or subsequent agreements between the Parties shall be settled by the competent court in the district of Rotterdam.

#### **Artikel 13 - Governing Law**

The Agreement and subsequent agreements between the Parties are governed by Dutch law.