

GENERAL TERMS AND CONDITIONS OF SALE VDH POWER GROOTHANDEL B.V.

Having its registered office at Finlandlaan 1 in (2391 PV) Hazerswoude-Dorp, the Netherlands, and registered with the Chamber of Commerce under number 63311941

1. Applicable terms and conditions

- 1.1 These terms and conditions shall govern all products and services (such as technical or other advice concerning products and related work) sold and/or supplied by VDH Solar Groothandel B.V. ('VDH Power') or in respect of which it has issued a quotation and all related agreements between VDH Power (or any group company associated with it as referred to in Article 2:24b of the Dutch Civil Code together hereafter VDH Power) and a contracting party (also referred to hereinafter as 'Customer'). For the purposes of these terms and conditions an 'agreement' is deemed to refer to any contract which is concluded between VDH Power and Customer, any amendment thereof or addendum thereto, as well as any legal or other act undertaken for the purposes of preparing or executing such agreement.
- 1.2 The application of any general terms and conditions employed by Customer shall be explicitly rejected, unless VDH Power explicitly consents to them in writing before entering into the relevant agreement.
- 1.3 Any person or legal entity that VDH Power engages or involves for the purposes of executing any instructions issued by Customer (including any staff or directors of VDH Power or any legal entity associated with the latter) may rely on the provisions of these general terms and conditions.
- 1.4 Where more than one (1) person or legal entity serves as a contracting party to VDH Power or acts as such (e.g. by paying invoices issued by VDH Power), all of them shall be severally liable for any obligation towards VDH Power.
- 1.5 In the event that one (1) or more provisions of these general terms and conditions are invalid, void or may be nullified, the remaining provisions shall continue to apply in full. In this case VDH Power and Customer shall agree on new provisions to replace those that are void or have been nullified, in respect of which the purpose and purport of the original provisions shall be approximated as far as is permitted.
- 1.6 VDH Power shall be entitled to amend these general terms and conditions. A Customer shall be deemed to have consented to an amendment, where no written objection to it is received within fourteen (14) days after VDH Power gives notice that such amendment will take place.
- 1.7 In the event that these terms and conditions are translated into another language, the Dutch text shall be binding.

2. Offers and quotations

- 2.1 All offers and quotations issued by VDH Power shall always be free of obligation and indivisible, unless an offer explicitly stipulates otherwise in writing. Any price list, brochure, earnings or break-even period, or any other information which VDH Power supplies shall not be binding on the latter. Under no circumstances shall VDH Power be bound by any derogation in a notice of acceptance, which is deemed to include the acceptance of only a specific part of an offer. Any delivery time stipulated in an offer shall always be indicative.
- 2.2 The agreement shall only be concluded once VDH Power confirms an order or agreement in writing or the latter actually fulfils such order. VDH Power shall have up to ten (10) working days after it receives notice of acceptance of an offer within which it will be entitled to revoke such offer. VDH Power shall not have a duty to effect subsequent supply of any products or parts which no longer constitute part of its range.
- 2.3 VDH Power may always remedy any apparent mistake or written, printed or calculation error.
- 2.4 Any work or products shall be confined to what is stipulated in the relevant offer. Customer shall warrant that any information which is provided to VDH Power by it or on its behalf and on which the latter has based its offer is accurate and complete. Any work or products that are not stipulated in the relevant offer or which is or are the result of inaccurate or incomplete information provided by Customer shall be deemed to constitute additional work or a follow-up order and shall be charged for separately. VDH Power shall not have a duty to consent to additional work or a follow-up order and may stipulate that a new written agreement first be concluded.
- 2.5 In the event that Customer cancels all or part of any instructions that have been issued, an order which has been placed or an assignment that has been given, it shall have a duty to compensate VDH Power for any costs incurred with a view to executing those instructions or fulfilling that order. Such Customer shall also have a duty to provide compensation for any loss of earnings or other harm. A cancellation fee shall be determined to amount to no less than 30% of the total relevant order amount (exclusive of VAT) notwithstanding VDH Power's right to full compensation as a result of the cancellation.

- 2.6 Any additional arrangements, amendment of an agreement or undertaking given by a staff member of VDH Power shall only bind the latter provided that it has confirmed same in writing.

3. Prices and payment

- 3.1 VDH Power's fees are cited in euros (€) exclusive of value added tax, any other government levy, costs incurred by a third party or for materials, and also exclusive of packaging- and shipping costs.
- 3.2 In the event that inflationary changes occur, VDH Power shall be entitled to raise any price agreed to with Customer in the interim. In the event that Customer does not wish to consent to such an adjustment, within fourteen (14) days after the relevant notice the parties shall be entitled to terminate its agreement on the date on which it was due to come into effect. Customer shall not be entitled to do this where the adjustment is based on an agreed or known – when the relevant agreement was concluded – index or standard (based on volume or otherwise).
- 3.3 Information sourced from VDH Power's administrative records shall constitute comprehensive evidence of any supply effected or work performed, as well as Customer's financial obligations subject to any evidence to the contrary presented by Customer concerned. An invoiced amount shall be payable irrespective of whether or not Customer uses or has used the consignment concerned.
- 3.4 Unless explicitly agreed otherwise, supply shall only be effected subject to full payment of the agreed amount in advance. Customer shall receive an invoice from VDH Power after placing its order. Customer shall pay all invoices in accordance with the terms of payment specified on the relevant invoice. In the absence of specific conditions, a Customer shall effect payment by no later than one (1) day after the relevant goods or services have been supplied or within eight (8) days after the relevant invoice date, should this occur first. In the event of liquidation, bankruptcy or a moratorium on payments on the part of Customer any claim that VDH Power has against Customer shall fall due immediately.
- 3.5 Upon the expiry of a deadline for payment Customer shall be in default by operation of the law and shall be liable for interest of 2% per month on the amount due, unless the statutory commercial interest rate stipulated in Article 6:119a of the Civil Code is higher, in which case the legally stipulated commercial interest shall be payable. In addition, Customer shall have a duty to pay any extrajudicial costs pertaining to the collection of the sum due or the exercise of the relevant right in full, the value of which shall amount to no less than 15% of that claim.
- 3.6 Customer shall explicitly not be entitled to set off any claim against VDH Power or to suspend payment. The aforementioned waiver of Customer's entitlement to setoff shall also apply in the case of bankruptcy or a moratorium on payments (provisional or otherwise) on the part of Customer.
- 3.7 Unless explicitly agreed to otherwise in writing, any agreed discount shall be one-off, may only apply upon payment of the relevant invoice and shall not confer entitlement to any future discount. In the event that the number of products or services to be procured is adjusted during the term of an agreement, any discount or benefit that has been granted may be adjusted or revoked and/or the price quoted may be varied. A price reduction shall not apply with retrospective effect.
- 3.8 Any payment made by Customer shall always serve to cover all of the interest and costs that are due and then those of the invoices which are due and have been outstanding the longest, even where Customer mentions that the payment is to cover a subsequent invoice.
- 3.9 Customer shall be required to submit a complaint or dispute concerning an invoice directly to VDH Power in writing within eight (8) days after supply has been effected and any claim against VDH Power shall expire should that deadline not be met.
- 3.10 VDH Power reserves the right to require additional security to ensure compliance with Customer's financial obligations. Should Customer fail to comply with its financial obligations punctually or to tender security for compliance with its financial obligations in full and on time, VDH Power may suspend the execution of the relevant agreement and/or cancel it with immediate effect. Under no circumstances shall VDH Power have a duty to pay any compensation in that case. Customer shall continue to have a duty to pay for any performance that VDH Power has already effected.
- 3.11 VDH Power shall be entitled to cross-claim setoff and may set off any claim which Customer (or any of the latter's group companies) has against VDH Power against any claim which the latter or any of its associated companies has against Customer.

4. Retention of title and liens

- 4.1. Any goods that have been delivered or are still to be supplied shall remain the exclusive property of VDH Power until all of the claims which the latter has or may acquire against Customer or any of its group companies, which may at any rate include those claims referred to in Article 3:92(2) of the Civil Code, have been paid in full.
- 4.2. As long as ownership of such goods has not passed to Customer, the latter may not alienate or pledge them, or confer any right to them on any other party.
- 4.3. When first requested by VDH Power, Customer shall assist with the pledge of those claims which Customer has or may acquire against its customers pursuant to the supply of those goods that have been supplied subject to retention of title.
- 4.4. Customer shall have a duty to store any goods which have been supplied subject to retention of title as the recognizable property of VDH Power and to exercise the necessary care when doing so. This means, among other things, that the products are stored separately and that names and serial numbers will continue to be stated on the products.
- 4.5. Customer shall have a duty to insure any goods supplied subject to retention of title against the risk of (what follows is not exhaustive) damage due to fire, an explosion or water and also against theft. In this respect no less than the risks referred to in the Dutch Exchange Fire Insurance Policy [*Nederlandse Beursbrandpolis*] shall be covered. Customer shall send a copy of this insurance policy to VDH Power when the latter first requests this. VDH Power shall be entitled to any amount which is paid out pursuant to the insurance. Customer shall be deemed to have undertaken to assist with a payout to VDH Power in advance.
- 4.6. Should VDH Power fail to invoke retention of title, because the goods that have been delivered have been subject to accession, deformation or accretion, Customer shall have a duty to pledge the newly created goods to VDH Power.
- 4.7. In the event that Customer fails to comply with its financial obligations or finds itself in financial difficulties or in danger of this, VDH Power shall be entitled to repossess any goods that have been supplied subject to retention of title and which Customer still has in its possession. Customer shall at all times grant VDH Power unfettered access to its premises and/or buildings to inspect the relevant goods and/or to exercise its rights. Customer shall be deemed to have unconditionally and irrevocably conferred entitlement on and granted consent to VDH Power or any other party whom the latter engages to enter the premises where the goods may be found and to repossess them. Customer shall be liable for any costs incurred or loss suffered upon its repossession. In the event that Customer refuses to assist with the repossession of any goods supplied in spite of a written reminder to do so, without any judicial intervention it shall forfeit a penalty, due with immediate effect, of €500.00 for every day that it fails to do so. In the event that VDH Power repossesses any goods which it owns, Customer shall also be liable for a penalty equivalent to 10% of the value of the repossessed goods subject to VDH Power's entitlement to full compensation in relation to any culpable default on the part of the Customer, should this be higher.
- 4.8. VDH Power shall be entitled to retain possession of any goods that Customer has ordered and has in its possession until all that Customer owes VDH Power has been paid, irrespective of whether the relevant agreement governs these or any other goods of Customer. VDH Power shall also have a lien in the event that Customer goes bankrupt.
- 4.9. The aforementioned provisions shall not affect any rights which VDH Power holds.

5. Execution of an agreement

- 5.1. To the best of its ability VDH Power shall make an effort to fulfil orders and provide services with due care, where appropriate in accordance with any norms and directives which it has issued and any arrangements recorded with Customer. VDH Power shall provide all of its services based on a duty of care. Where any products that have been ordered can no longer be supplied, VDH Power shall be entitled to replace them with products of an equivalent quality.
- 5.2. Customer shall be deemed to consent to VDH Power arranging for the relevant agreement to be executed by its staff or any other party where necessary under its responsibility.
 - 5.3. Customer shall always have a duty to provide timely assistance free of charge, in order to enable the execution of this agreement and to supply all information, suitable facilities, materials and additives in the form and manner required, which is deemed to include (but is not confined to) a safe and readily accessible area around the relevant installation along with all the requisite infrastructure, connections, network facilities and any other information and items which VDH Power has indicated are necessary or which Customer reasonably ought to understand are required or advisable for the execution of the relevant agreement. In the event that Customer deploys its own personnel for the purposes of executing an agreement, it shall

possess the requisite information, expertise, experience, capacity and qualities. Should Customer fail to ensure timely compliance with all of these obligations, VDH Power shall be entitled to suspend the execution of all or part of the relevant agreement or assignment and/or to charge Customer for any additional expenses incurred pursuant to the latter's negligence, including the costs involved in acquiring such resources itself, in accordance with its normal rates.

- 5.4. Customer shall take delivery of the goods at the date and time communicated by VDH Power or jointly agreed upon. In the event that Customer fails to comply with its duty to collect such goods at the date and time indicated by VDH Power, it shall be required to compensate VDH Power for all of the costs involved in its storage, transport (or additional transport) and any other related expenses. These costs shall amount to no less than €250.00 per day or any part thereof. Should Customer fail to collect the goods after VDH Power demands that it does so, VDH Power shall be entitled to deem the relevant agreement as having been cancelled by Customer. Customer shall have a duty to pay for any costs involved in such cancellation as provided for in these terms and conditions.
- 5.5. Where VDH Power staff carry out work on Customer's premises, Customer shall be required to provide a working area and facilities which comply with all relevant legislation and regulations, for example, those covering health and safety.
- 5.6. Unless explicitly agreed otherwise in writing:
 - a) VDH Power's duty to effect performance shall not include:
 - (1) the installation, assembly or commissioning of goods or services,
 - (2) the maintenance, adjustment or management of goods or services, including the configuration of mains fuses or cables,
 - (3) the calculation of the maximum load of roofs and installation areas or the provision of any other structural advice,
 - (4) the provision of support to users,
 - (5) the supply of related goods or services that may be required, such as cables or an internet connection, and
 - (6) any work performed outside the Netherlands;
 - b) Customer shall (let) install everything that VDH Power has supplied at its own risk and expense, and to this end shall also do whatever is required to ensure that what has been supplied works;
 - c) VDH Power shall not give or supply any courses, technical or other documentation or operating instructions to Customer;
 - d) VDH Power shall specify the manner in which it will execute the relevant agreement and the way in which supply is to occur; VDH Power shall not have a duty to heed any directions issued by Customer which may change or add to the nature or scope of its duty to effect performance;
 - e) supply shall be effected and services provided during VDH Power's normal opening times (from 9 am to 5:30 pm) on working days;
 - f) Customer shall obtain the requisite permits, licences or other consents from any other parties at its own risk and expense; and
 - g) acting at its own risk and expense, Customer shall be responsible for preventing any problems from occurring due to a power failure during installation, for example, in the case of an alarm or computer system.
- 5.7. The need to carry out additional work, or the circumstance that no financing, subsidy or permit is granted, shall be borne by the Customer and shall not constitute grounds for cancellation or termination of the agreement.

6. Inspection and acceptance

- 6.1. Customer is obliged to inspect the goods upon delivery for correctness of the ordered products and any visible transport damage and quantities. In case of incorrectness in delivered products, quantities or transport damage, Customer must report this in writing and specified within 2 working days to VDH Power.
- 6.2. In addition to the inspection referred to in Article 6.1, Customer shall thoroughly inspect the products within 48 hours of delivery for damage and defects that could not reasonably have come to the Customer's attention during the inspection referred to in Article 6.1.
- 6.3. If Customer does not make a notification as mentioned in this article 6.1 or 6.2, Customer is deemed to have accepted the shipment.
- 6.4. Acceptance of the delivered goods may not be withheld on grounds other than those relating to the specifications expressly agreed between the parties. Minor errors or deviations that do not reasonably impede operational or productive use of the delivered goods are no reason to withhold acceptance. Furthermore, acceptance may not be withheld with regard to aspects that can only be assessed subjectively on subjective grounds, such as aesthetic aspects of the delivered goods.
- 6.5. Acceptance or use of the delivered goods by the Customer results in VDH Power being deemed to have fulfilled its obligations regarding the delivery and provision of products or services.

7. Supply and deadlines

- 7.1 Unless otherwise agreed in writing, delivery shall be effected ex works (EXW delivery from the VDH Power warehouse in Hazerswoude-Dorp, the Netherlands). Delivery times shall be set to the best of one's knowledge based on any information disclosed when the relevant agreement was concluded and shall be observed as far as is reasonably possible. Delivery times shall, unless the parties explicitly and in writing agree on a binding delivery term, always be indicative and never binding. For instance, weather conditions may lead to a delay in delivery. The mere failure to meet a deadline (for delivery or otherwise) which has been mentioned or agreed to shall not result in VDH Power being in default. In the event of a failure to meet an agreed delivery deadline, Customer shall be required to notify VDH Power that it is in default and to afford it a further deadline by when to effect delivery. Such additional deadline shall be identical to the original one subject to a maximum of three (3) months.
- 7.2 The risk that any goods or services will be lost, stolen or damaged shall pass to Customer at such time as the latter, a transporter or an assistant to Customer acquires de facto control over them.
- 7.3 VDH Power shall not be bound by a delivery or other time or deadline which can no longer be met because of circumstances beyond its control. Neither shall VDH Power be bound by a delivery time or deadline where Customer fails to ensure strict compliance with its financial or other obligations pursuant to the agreement concerned or where the parties agree to a change to the substance or scope of the agreement (additional work, an amendment of the specifications and so forth) or any variation in the approach towards its execution. In the event that a deadline is not met, VDH Power shall enter into consultation with Customer.
- 7.4 If there is any question of *force majeure*, the relevant delivery time shall be tacitly extended by the duration of such *force majeure*. '*Force majeure*' is deemed to mean what is stipulated in Article 6:75 of the Civil Code. *Force majeure* on the part of VDH Power include, among other things is an industrial strike, a pandemic, a disruption of business or communication, difficulties with customs, transport problems, weather conditions or a failure on the part of VDH Power's suppliers or any other party that VDH Power engages to effect supply or timely supply. Where *force majeure* lasts for no less than sixty (60) consecutive days, the parties shall be entitled to cancel the relevant agreement in writing. In so far as either party has already complied with some of its duties pursuant to the relevant agreement or may do so by the time when *force majeure* occurs or has incurred costs for the purposes of carrying out the assignment concerned, it shall be entitled to issue a separate invoice for such work or costs. The parties may not seek compensation in the case of *force majeure*.

8. Termination of an agreement

- 8.1 Either VDH Power or Customer may cancel an agreement with immediate effect:
- in the event that the other party applies for a moratorium on payments or the application of the Debt Rescheduling (Natural Persons) Act, or is declared bankrupt;
 - should the other party fail to comply with its obligations pursuant to the agreement which the parties have concluded to a serious extent.
- 8.2 Where Customer has already received performance for the purposes of executing the relevant agreement at the time of its termination, such performance and any related financial obligation shall not be the subject of such annulment, unless Customer proves that VDH Power is in default in relation to such performance. Any amount for which VDH Power has issued an invoice prior to such annulment in connection with what it has already properly done or supplied for the purposes of executing the relevant agreement, shall remain payable in full subject to the provisions of the foregoing sentence and shall fall due immediately at the time of annulment.

9. Service and warranty

- 9.1 Unless otherwise agreed upon, VDH Power shall not provide any manufacturer's warranty on products and services. Such a warranty only applies exclusively between the suppliers and/or producers of the product or service in question and the end user.
- 9.2 Where a supplier and/or manufacturer does not generally provide a warranty for an item, VDH Power warrants that the relevant item possesses the characteristics that one may expect of it for a period of time following its purchase which is reasonable in the case of such a product. Unless otherwise agreed and in the absence of applicable legal warranty periods, the period referred to in this article will be no later than twelve (12) months.
- 9.3 Tolerances shall apply in respect of all goods and services that are

offered. This means that VDH Power shall be entitled to amend any stipulated specifications within reasonable bounds, provided that no essential change is made to the relevant technical configuration and that this does not reasonably constitute an obstacle to commissioning for operational or productive purposes. Under no circumstances shall such discrepancies (including colour difference of delivered solar panels) or minor flaws discharge Customer from its obligations pursuant to the agreement concerned. Unless explicitly otherwise agreed, brand designations shall not affect the conformity of what has been supplied.

- 9.4 In the event that Customer notifies VDH Power of a complaint concerning any goods or services supplied, Customer shall afford VDH Power or the supplier an opportunity to investigate that complaint. To this end Customer shall be required to provide a comprehensive and as detailed as possible a description of the relevant defect. Further investigation shall be conducted in the least onerous manner, for which purpose Customer shall afford VDH Power an opportunity to conduct it, where necessary by presenting the relevant goods or information. In the event that a complaint appears to be unfounded, Customer shall be liable for all costs that have reasonably been incurred for the purposes of the requisite investigation. Customer will ensure that any end users cooperate in the execution of the Customer's obligations under this article.
- 9.5 VDH Power or its supplier may charge for repairs in accordance with its normal rates where there is any question of inappropriate or improper use on the part of Customer or a cause for which neither VDH Power nor its supplier may be held culpable. The relevant term of warranty shall not be renewed or extended following the performance of warranty work, unless new products are delivered as part of this work
- 9.6 Any warranty obligation will lapse in the event that the Customer makes or has changes made to the delivered goods or if the instructions and regulations provided by VDH Power or the manufacturer have not been strictly followed. Any warranty also lapses in the event of violation of applicable and most recent relevant quality standards with regard to installation, maintenance and inspection of the delivered products as monitored by reasonably competent specialists, including relevant NTA and NEN standards.
- 9.7 Return consignments shall not be permitted without VDH Power's prior consent. VDH Power may consent to a return consignment subject to conditions. The items that are to be returned and the original packaging must be complete, undamaged and unused. Under no circumstances shall consent be given for a return consignment in the case of any products or services that are not (or are no longer) part of VDH Power's normal range of products or which have been especially ordered or manufactured for Customer.
- 9.8 In case a return consignment is permitted by VDH, the costs VDH Power has incurred in processing the return consignment shall be compensated by Customer. These costs are set at a minimum of 30% of the total order amount (excluding VAT), without prejudice to VDH Power's right to full compensation as a result of the return consignment.
- 9.9 Under no circumstances may any advice, opinion, expectation, forecast or recommendation – also in relation to potential earnings or returns – given, expressed, produced or made by VDH Power be deemed to constitute a warranty. VDH Power shall not be liable for any action undertaken pursuant to such statements.
- 9.10 In the event that VDH Power or its supplier deems that a consignment has been shown to be defective, it shall have a choice of a) either again supplying what has not been properly supplied, b) repairing same or c) giving Customer a discount on the purchase price. In the first two (2) cases Customer shall return any items that have been found to be deficient. Where part of what has been supplied is deficient, this shall not confer entitlement on Customer to reject the entire performance that has been effected.
- 9.11 Customer shall have a duty to inspect it immediately after delivery to check for damage or defects and the number involved. A Customer shall cease to be entitled to invoke non-compliance on the part of VDH Power in the event that it fails to lodge an objection with the latter in writing citing detailed reasons within a reasonable period of time but at any rate within five (5) business days after it discovers or ought reasonably to have discovered a deficiency.
- 9.12 Any entitlement to file a claim shall lapse at such time as Customer treats or modifies the relevant item or part thereof, or mixes same with any other items. other than stated in the relevant documentation.
- 9.13 Customer shall not derive any rights on the grounds of a defect other than those stipulated in these warranty provisions.

10. Liability and indemnification

- 10.1 Any limitation or exclusion of liability shall also apply in favor of VDH Power's directors (VDH Power group companies included), as well as its staff and any person or legal entity that is engaged for the purposes of executing the relevant agreement or any instructions issued by Customer concerned.

10.2 The exclusions and limitations of liability stated in Article 10 do not apply

to the extent that any legal provision opposes this and in the event of intent or deliberate recklessness of managerial subordinates or management.

10.3 In the event that the exclusion of liability is not legally permitted, the overall, combined liability of VDH Power Unless the exclusion of liability is not permitted by law, the total joint liability of VDH Power and the (legal) persons referred to in Article 10.1 arising from or in relation to the agreement or otherwise shall be confined to compensation for any direct loss that is actually suffered subject to no more than the value of the fee stipulated in that agreement and paid by Customer (exclusive of VAT). Where the relevant agreement is predominantly a continuing performance contract with a term in excess of one (1) year, the fee set out in the agreement shall be deemed to comprise all of the fees (excluding VAT) stipulated for one (1) year prior to the date of the harmful event. Under no circumstances shall the overall liability payable for loss amount to more than EUR 10,000.00 (ten thousand euros).

'Direct loss' is only deemed to refer to:

- a. any reasonable costs which the contracting part has had to incur to ensure that VDH Power's performance complies with the relevant agreement. Nevertheless, no compensation shall be provided for such replacement loss in the event that the relevant agreement is cancelled by Customer concerned or in response to an application from the latter;
- b. any reasonable expenses incurred for the purposes of determining the cause and extent of a loss in so far as such determination pertains to a direct loss as defined in these provisions;
- c. any reasonable costs incurred for the purposes of preventing or limiting any loss in so far as Customer can show that such costs have resulted in a limitation of any direct loss in accordance with these terms and conditions.

10.4 Liability on the part of VDH Power shall be precluded in the case of any damage inflicted on goods belonging to Customer or for any indirect or consequential loss, loss of earnings, costs related to replacement of goods, foregone savings, penalties or fines imposed, impaired goodwill, any loss due to the disruption of business, claims from Customer's customers or suppliers, or the corruption or disclosure of data or documents, or any other form of indirect or consequential damage for whatever reason is excluded.

10.5 Where loss is covered by Customer's insurance, VDH Power shall not have a duty to provide compensation for same.

10.6 Entitlement to compensation shall only occur on condition that Customer notifies VDH Power of it in writing and holds the latter liable by no later than within thirty (30) days after the grounds for its liability arise. Any claim against VDH Power on the part of Customer for compensation, any other entitlement or amount receivable shall lapse one (1) year after the occurrence pursuant to which the relevant loss or claim directly or indirectly arises.

10.7 A series of related events giving rise to such loss shall also be deemed to constitute a single occurrence for the purposes of the application of this article.

10.8 An agreement shall only be executed for the benefit of Customer. Under no circumstances may any other party derive rights from the execution of an agreement by VDH Power. Customer shall indemnify VDH Power against any claim made by another party who claims to have suffered a loss due or pursuant to any work carried out for or supply effected to Customer by VDH Power.

11. Personal data and privacy

11.1 Where an agreement involves the processing of personal data, the parties shall comply with its obligations pursuant to the relevant legislation. The parties shall adopt appropriate technical and organization measures to secure personal or other data against loss or any form of unlawful processing.

11.2 In this respect Customer shall instruct and consent to VDH Power processing personal or other data where required for the purposes of executing the relevant agreement and availing themselves of VDH Power's services. VDH Power shall process such data for carefully determined purposes, such as:

- assessing and accepting current and potential Customers, entering into and executing an agreement with Customer and the settlement of funds transfers;
- conducting analyses of personal data for statistical and scientific purposes, product development and executive reports;
- undertaking marketing activities (targeted or otherwise) in order to establish, maintain or extend a relationship with Customer.

12.1 All intellectual and industrial property rights to whatever is supplied by VDH Power or any equipment or other materials, such as analyses, designs, documentation, reports, quotations and also any materials used to prepare same, that have been developed or made available pursuant to an agreement shall be vested solely in VDH Power, or the latter's licensors or suppliers. Customer shall only acquire a temporary license that is explicitly granted pursuant to these terms and conditions, and the law. This shall preclude any or other more far-reaching rights on the part of Customer to replicate or disclose same. Any right of use held by Customer shall be non-exclusive, may not be transferred to any other party, and may not be pledged or sublicensed. Customer shall always ensure strict compliance with any specified conditions, limitations and instructions pertaining to use, including any licensing terms and conditions of VDH Power's suppliers. A license may also be granted subject to the condition that Customer has paid all amounts due to VDH Power on any grounds whatsoever in full.

12.2 In the event that there is any confusion concerning the holder of any intellectual or industrial property right, it shall be assumed that VDH Power is the rightsholder, until such time as Customer can provide evidence to the contrary. Customer shall not be permitted to delete or modify (or arrange for this to be done) any designation pertaining to confidential nature, copyright, trademark, trading name or any other intellectual or industrial property right on the relevant consignment, equipment, packaging or other materials.

12.3 Customer shall refrain from any mention of VDH Power in its publications or advertising materials and shall not use VDH Power's name or trademark as a reference except with the latter's prior written consent.

13 Non-disclosure and employment restriction clause

13.1 The parties shall have a duty to treat in confidence any confidential information which they receive from each other or any other source pursuant to the relevant agreement. Information shall be deemed to be confidential where either party notifies the other that this is the case or where this follows from the nature of that information. VDH Power's quotations, layout plans and technical calculations shall always be confidential. This obligation shall not apply in so far as a party has a legal or professional duty to effect disclosure or where either party is exempted from its duty of non-disclosure by the other party. Customer shall impose a duty of non-disclosure as provided for in this article on any of its staff and/or other parties whom Customer engages for the purposes of executing an agreement. Unless otherwise agreed, this duty of non-disclosure shall cease to apply upon the termination of the relevant agreement. VDH Power shall be entitled to use Customer's name for the purposes of advertising or citing it as a reference and to indicate the type of work that has been carried out for or supply which has been effected to Customer.

13.2 Throughout the term of an agreement and also for two (2) years following its termination, Customer shall refrain from employing any of VDH Power's staff or allowing them to work for Customer directly, indirectly or in some other way without VDH Power's prior written consent.

14 Applicable law and competent court of law

14.1 All legal relations and agreements between VDH Power and Customer shall be governed by and construed in accordance with the law the Netherlands with the explicit exclusion of the provisions of international private law including the Vienna Sales Convention.

14.2 Any dispute of any nature whatsoever – which is deemed to include any that only either party considers to be one – that may arise between the parties pursuant to an Agreement or any contract concluded in accordance with it, shall be adjudicated by the District Court of Amsterdam. Nevertheless, VDH Power shall remain entitled to bring a dispute before a court of law that enjoys jurisdiction in accordance with the law or an applicable treaty.

The following only applies to agreements with consumers

15. Legal reflection period

15.1 If the Customer is a consumer, he has a statutory cooling-off period of 14 days after the date of delivery of the product in question, within which he can cancel or dissolve the purchase free of charge, provided the purchase has taken place remotely.

15.2 If the Customer wishes to make use of the statutory cooling-off period, he must inform VDH Power of this by using the returns form that can be downloaded from the website. The customer must return the product to VDH Power within 14 days of notification to VDH Power, undamaged, in the original packaging, unused (with the exception of testing the product) and, if applicable, without breaking an applied seal.

15.3 The statutory cooling-off period does not apply to already installed or customized products or services.



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