
Algemene Voorwaarden Greener Power Solutions B.V.: General Terms and Conditions

Valid from 1 January 2024

We at **Greener** wish to do business with you with an open mind and by communicating frankly. We wish to make your project happen! That is what we stand for and what makes us proud. The main agreements between us will be written down in a contract. The other provisions of our cooperation are laid down in these terms and conditions. If you have any questions about these provisions, please ask us for explanation.

Postal- visiting adress:

Greener Power Solutions B.V.

Joop Geesinkweg 901-999, 1114 AB Amsterdam
info@greener.nl | www.greener.nl | +31 20 244 0100

Invoices and administration:

Greener Power Solutions B.V.

finance@greener.nl
info@greener.nl | www.greener.nl | +31 20 244 0100

1. GENERAL

You: our valued customer, we refer to you as: **Customer** or **you**, with your full identification details being set out in the Contract.

We: we are GREENER. power solutions B.V. registered at the Chamber of Commerce (70649472) or any of our group companies located in the Netherlands. We use the terms: **Greener, we** or **us**.

You and we are together the **Parties** and each a **Party**.

Contract: the Parties have agreed in a cover agreement or in a quotation letter the main items of the cooperation. You and we agree to be bound by these General Terms and Conditions, as amended from time to time (the **GTC**) and all these documents form together the **Contract**.

The GTC apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2. HOW WE COMMUNICATE

You can reach us by phone and e-mail. The Parties agree that all arrangements between them will be laid down in writing or will be confirmed in writing afterwards.

3. DEFINITIONS

The GTC use the following definitions:

Business Hours means the period from 9.00am to 5.00pm on any Business Day.

Business day means the days from Monday to Friday, except for public holidays in the Netherlands and at the Location.

Data means all physical and digital data and information relating to or generated by the provision, use and performance of the Equipment, Software and/or related systems and technologies (including, but not limited to,

information concerning your use of the Equipment as well as data derived therefrom).

Deposit means the deposit amount set out in the Contract.

Equipment means all energy storage systems (such as mobile batteries), machines, computers and all accessories, materials (such as cables), (safety) manuals, instructions or documents, of any kind.

Force Majeure means any circumstance which is independent of the will of the Parties, as a result of which performance of the Contract cannot reasonably be required of Greener, whether temporarily or permanently. Force Majeure shall in any event include: (civil) war and the threat of (civil) war, natural disasters (for example floods, hurricanes, storms etcetera), strikes, excessive absenteeism of Greener's employees, transport problems, fire, lack of raw materials, government measures by any government whether in the Netherlands or elsewhere, in any event including import and export prohibitions, quota schemes, epidemics or pandemics, fires, and breakdowns at Greener or at suppliers of Greener, as well as non-performance or Force Majeure on the part of suppliers as a result of which Greener is not or no longer able to meet its obligations under the Contract.

IP rights means any patents, patent applications, copyrights, trademarks, registered designs, design rights, business names, know-how, database rights and any other industrial or intellectual property rights and any similar rights in any jurisdiction.

Location means Customer's location to which the Equipment will be delivered as set out in the Contract.

Rental Period means the period Customer will rent the Equipment and/or use the Software as agreed in the Contract. If no specific Rental Period is specified in the Contract, the Rental Period starts on the moment the



Equipment leaves Greener's site, or the place where it is otherwise located, and will end when the Equipment is returned to Greener's site or any other location specified by Greener.

Rental Price means the rental price of the Equipment, Software and other goods as defined in the Contract; the Rental Price does not include any cost of transport, delivery, packaging, decommissioning, insurance, tax, governmental levies, licence fees, costs of electricity and service or maintenance, unless this has been agreed explicitly in writing in the Contract.

SOC means the state of charge value which is the percentage of full charge remaining in the batteries of the Equipment.

Software means the (energy management) software developed, licensed by and/or owned by Greener related to the (use of the) Equipment.

Total Loss means, where the Equipment is in our opinion damaged beyond repair, lost, stolen, seized or confiscated.

VAT means value added tax chargeable in the Netherlands.

4. OUR PROMISE

- 4.1.1. We agree to:
- a. provide you good working Equipment and Software during the Rental Period;
 - b. assist you in the set-up of the Equipment (if required); and/or
 - c. provide you with additional services such as maintenance, repair and technical assistance with our best intentions, as set out in the Contract and these GTC.
- 4.1.2. To deliver on our promise you will inform us in advance fully and timely on the details of your project, the power and safety requirements and

details of the (power supply of the) Location as further described in clause 9.

5. RENTAL PERIOD

5.1 Rental Period

We have set out the duration of the Rental Period in the Contract. The Rental Period shall continue for the period set out in the Contract unless and until the Contract is terminated earlier in accordance with these GTC.

5.2 Cancellation costs

If you cancel the Contract (or a part of the Contract) before the start of the Rental Period as set out in the Contract, you shall pay us the following costs:

- a. from six to four weeks before the start of the Rental Period: 25% of the total amount due under the Contract (or related to the part of the Contract that is cancelled);
- b. between four and two weeks before the start of the Rental Period: 50% of the total amount due under of the Contract (or related to the part of the Contract that is cancelled); or
- c. from two weeks before the start of the Rental Period: 100% of the total amount due under the Contract (or related to the part of the Contract that is cancelled).

5.3 Delay of the Rental Period

If you wish to delay the first day of the Rental Period and we can accommodate you with such request at our sole discretion, you will pay a reservation fee for each (piece of) Equipment of EUR 1,000 per week (or part of the week) calculated over the period from the original date of the Rental Period until the delayed date of the Rental Period.



5.4 Extension of the Rental Period

- 5.4.1. You may request extension of the Rental Period at least fifteen (15) Business days before the expiry of the Rental Period. We will decide if we can accept the requested extension. We are not under any obligation to extend the Rental Period and will communicate whether we accept the requested extension or not and if so, under which conditions we can extend.
- 5.4.2. If unfortunately, we cannot extend the Rental Period, you will respect our arrangements as set out in the Contract (such as payment of the Rental Price and the return obligations as set out in clause 18).

6. OWNERSHIP

6.1 We own the Equipment, Software and Data

- 6.1.1. The Equipment, Software and Data shall at all times remain our sole property, and you shall have no right, title or interest in or to the Equipment, Software or Data (save the right to use the Equipment subject to these GTC).
- 6.1.2. Please do not remove or erase any plate or marking that designates Greener or a third party as the owner of the Equipment. You are not allowed to (re)brand the Equipment in any way.
- 6.1.3. You shall keep the Equipment, Software and Data free of any confiscation, investigation, seizure, execution, levy, right of pledge, security and encumbrance of any nature whatsoever. If the above does happen, you shall notify us immediately and use your best endeavors to procure an immediate release of the Equipment, Software and Data at your expense.

- 6.1.4. We are entitled to establish a right of superficies (*recht van opstal*) (or any similar right applicable to the Location) in relation to the Equipment. You agree to assist us in establishing such a right of superficies and will be compensated by us for any reasonable costs (if any). In any event, you will cooperate with us to protect our rights regarding the Equipment, Software and Data, and you shall at our first request submit statements or undertake actions without delay or requiring extra conditions.

6.2 Intellectual Property Rights

- 6.2.1. All IP rights relating to the Equipment, the Software, Data or other property of Greener (including any modifications or further developing made to them by or on behalf a Party, its employees or contractors during the Contract) will remain vested solely in Greener.
- 6.2.2. The names and logos used or owned by Greener and of our suppliers are protected trade names, trademarks and copyrighted works. You are not permitted to use these except with our prior written consent.
- 6.2.3. To the extent that as a result of the performance of the Contract there would be any question of the creation of an IP right, these rights are owned by Greener and if these rights were to be owned by you, you hereby transfer unconditionally and without any delay or payment these rights to us.

7. REHIRE

- 7.1.1. You are not allowed to rehire (*onderverhuren*), lease, sublet, or otherwise make available the Equipment, Software and Data or any part thereof to any third party without our prior written consent.



7.1.2. We may withhold our consent pursuant to clause 7.1.1 at our sole discretion and without having to give reasons.

7.1.3. If we consent for any rehire, leasing, subletting, loan, parting possession of or otherwise making available the Equipment, Software and Data to any third party (the **Sublessee**), you shall remain fully responsible for the Equipment and the Software and its use by any Sublessee. The Sublessee shall not be allowed to rehire, lease, sublet or otherwise make available the Equipment, Software and Data or any part thereof to any third party.

7.1.4. You shall further ensure that any and all Sublessees comply with the terms of the Contract and these GTC as if they were the Customer, and shall provide us with all information that we may request about the contractual arrangements you have put in place with the Sublessee.

7.1.5. You shall not at any time, to the Sublessee or any other person:

- a. represent yourself as our agent for any purpose;
- b. give any condition or guarantee on our behalf;
- c. make any representation on our behalf;
- d. commit us to any contracts;
- e. otherwise incur any liability for or on our behalf; or
- f. without our consent, make any promises or guarantees about the Equipment.

7.1.6. You shall indemnify and hold us harmless from any and all claims, liabilities, damages, losses, costs and expenses arising out of or in connection with the rehire, leasing, subletting, or otherwise making available the Equipment, Software or Data pursuant to this clause 7 or by the Sublessee's use of the Equipment,

including but not limited to claims by the Sublessee itself or any third party.

7.1.7. You and the Sublessees shall not (i) be entitled to any retention right (*retentierecht*) in relation to the Equipment, Software or Data it may have and (ii) allow that the Equipment, Software or Data become a part of any other good by mixing (*vermenging*) or creation of goods (*zaaksvorming*).

8. YOUR RESPONSIBILITY: LOCATION

8.1 Location

8.1.1. You are solely responsible for the soil conditions at the Location. If the soil at the Location is soft or otherwise unsuitable for placement or use of the Equipment on it without first providing sufficient remedy against the unsuitable nature of the Location (such as, e.g., road plates or other necessary means), you will provide such remedy at your own expense (and in case of the road plates place these in a suitable position) so that the Equipment can be moved over it and/or used on it.

8.1.2. Depending on the situation, it may be necessary to place an earthing rod. This work and additional costs are solely for your account. You are responsible for suitable and approved grounding to be present within 5 meters of the installation site of any (mobile) battery that is part of the Equipment.

8.1.3. You are not allowed to move the Equipment at or from the Location without our prior written consent and instruction.

8.2 Access

8.2.1. You shall allow us and our employees, agents, subcontractors, insurers and other third



parties access to the Equipment, Software and Data at all reasonable times and in any event during all Business Hours (including vehicle access) for inspection, testing, modification, maintenance, repair or replacement.

8.2.2. Any changes in the operating conditions, such as daily operating hours, connected loads and the operating temperatures, shall be reported by you to us immediately.

8.2.3. If you do not provide us with access or do not (timely) notify us of such changes and we incur costs as a consequence thereof, you are liable for these costs. These costs include, inter alia, costs for additional maintenance, our working hours and travel expenses, additional wear and tear or damage to the Equipment.

You will not do or permit to be done any act or thing which will or may jeopardise our right, title or interest in the Equipment and, where the Equipment has become affixed to any land or building (including the premises of any Sublessee), you must take all necessary steps to ensure that we may enter such land or building to be able to recover the Equipment both during the Rental Period and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of us or any rights such person may have or acquire in the Equipment and a right for us to enter onto such land or building to remove the Equipment.

8.3 Health and Safety

8.3.1. You shall take such steps, including complying with all safety and usage instructions we provide, as may be necessary to ensure, so far as is reasonably practicable, that the

Equipment is at all times safe and without risk to health when it is being setup, used, cleaned or maintained by any person at work.

8.3.2. You are responsible for providing a secure and safe work environment for any employee, contractor, sub-contractor or third party at the Location and shall deliver extra suitable protective measures if necessary.

8.3.3. You comply with applicable law and regulations concerning safeguarding the health of people and protection of the environment.

9. YOUR RESPONSIBILITY: INFORMATION

9.1 Provide information

9.1.1. You shall provide us with all information and the documentation which is necessary for us to assess, plan, calculate and provide you with the Equipment, Software and services as agreed in the Contract. We rely on the accuracy and completeness of your information (or provided on your behalf). We have no obligation to assess the accuracy, completeness and sufficiency of such information.

9.2 Energy planning

9.2.1. Energy planning by us includes desktop research, use of software (amongst which the Software), Data, physical use of energy hardware, including but not limited to, the Equipment and the monitoring and control software that can be set or adjusted autonomously or manually based on the information provided by you in accordance with clause 9.1. Greener may plan routine maintenance in accordance with the expected maintenance date based on the most recent maintenance date and the energy planning



agreed upon in the Contract.

- 9.2.2. Hence, any changes in the agreed energy planning, such as daily operating hours, connected loads and the operating temperatures, shall be reported in writing by you to Greener immediately.

9.3 Non-compliance

- 9.3.1. You are liable for any costs arising out of your failure to comply with your obligations under this clause 9, including but not limited to costs relating to providing more or different Equipment or Software and/or more working hours for our staff.

10. YOUR RESPONSIBILITY: INSPECTION AT DELIVERY

- 10.1.1. You will perform a reasonable visual inspection of the Equipment upon delivery to the Location or as soon as possible thereafter, but in each case within two (2) Business days after delivery to the Location. You will immediately inform us (no later than within 24 hours after the inspection) of any missing parts of the Equipment and of apparent damage or defects.
- 10.1.2. If no timely notification as referred to in clause 10.1.1, the Equipment and Software is deemed to have been delivered and installed in a properly functioning condition, free from apparent damage or defects and to your satisfaction and in accordance with the Contract.

11. YOUR RESPONSIBILITY: GOOD CARE

11.1 Use of the Equipment and Software

- 11.1.1. You have selected the Equipment based on

its requirements and you are familiar with the proper operation and use of the Equipment. You confirm that you have the relevant permits, authorizations or licenses under any applicable law, to use the Equipment.

Any costs, expenses, fines and delays that are related to non-compliance with the required permits or that permission has not been granted by relevant authorities will be your sole risk and account.

- 11.1.2. You will allow only people who are qualified by independent professional standards to use the Equipment and the Software.

11.2 Care for the Equipment and Software

- 11.2.1. You will use the Equipment and Software safely and with good care and in accordance with the purpose of the Contract and in compliance with relevant laws and regulations.

You shall ensure that the Equipment and Software are not used in a manner that leads to deterioration or illegal use of the Equipment or Software or could endanger people or the environment in any way, or in such a way as could be reasonably expected to damage our reputation.

- 11.2.2. Furthermore, you are fully responsible for a secured Location, safe storage and insurance during the Rental Period as set out in clause 19.

11.3 No alterations

You shall make no alteration to the Equipment or the Software. You shall not remove any existing component(s) from the Equipment or make changes, improvements to the Software.



11.4 Use and daily check

- 11.4.1. You shall ensure the Equipment is kept and operated in a suitable environment, is used only for the purposes for which it is designed, and operated in a proper manner by trained and competent staff in accordance with any operating and safety instructions we provide from time to time.
- 11.4.2. You will check the physical condition of the Equipment and the Location for proper operation of the Equipment in accordance with Greener's specification on a daily basis at your own expense.
- 11.4.3. You shall not do or permit anything to be done which could invalidate the insurances referred to in clause 19.

12. YOUR RESPONSIBILITY: PAYMENT

12.1 Our prices

- 12.1.1. All prices are in Euros. Prices quoted by us do not include VAT, duties and other (withholding) taxes and other costs levied by a governmental authority (including customs).
- 12.1.2. Prices also do not include the costs of packaging/shipping material, transport, toll, travel and board, installation, shipping, insurance, loading and unloading and any administrative costs, the rental of cabling, distribution or any other auxiliary equipment unless agreed explicitly in writing. All prices are based on delivery EXW according to the most recent version of the ICC Incoterms.
- 12.1.3. You shall therefore pay these costs to us and/or to the party to which these costs are due upon its/their first request.

12.2 Payment Term

- 12.2.1. Unless otherwise agreed to in writing, the Rental Prices and other invoiced amounts are due in full, immediately upon receipt of the invoice. You shall pay the invoice or any other payment obligation under the Contract within ten (10) Business days upon invoice date (the **Payment Term**), unless agreed otherwise. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 12.2.2. There is no discount on payment before the payment period.

12.3 Please pay on time

- 12.3.1. It is important for us that you pay on time. You will automatically be in default in the event that you have not paid within the Payment Term without requiring us to notify you in advance.
- 12.3.2. As a result of a default by you or of a non-payment due under the Contract, you shall (without limiting any other remedy available to us) pay:
 - a. interest (being the higher of the statutory commercial interest as referred to in Section 6:119a of the Dutch Civil Code or 10%) on the overdue sum from the day following expiration of the Payment Term or the day that another payment was due; and
 - b. all legal and extrajudicial (collection) costs and expenses incurred by us as a result of your non-compliance with the obligations under the Contract.In addition, in the event of late payment, you lose any right to discounts that you may



otherwise have had under the Contract.

12.4 Deposit

12.4.1. We can agree on a Deposit. This Deposit may be used to set off against any default by you of payment of any part of the Rental Price or any loss of or damage caused to the Equipment, and shall be paid by you on the date mentioned in the Contract. If you fail to pay any of the Rental Price when due under the Contract, or cause any loss or damage to the Equipment (in whole or in part), we shall be entitled to apply the Deposit against such default, loss or damage. You shall pay us any sums deducted from the Deposit within ten (10) Business Days of a demand by us for the same. The Deposit (or balance of the Deposit) shall be refundable within five (5) Business Days of the end of the Rental Period.

13. MAINTENANCE

13.1 Maintenance / service

13.1.1. Greener may provide maintenance and other services during the Rental Period, in accordance with standard Greener practices, either by Greener or by our appointed subcontractor.

13.1.2. Within (a) five (5) Business days after we have informed you that the maintenance or service shall be performed in the event of a routine service, or (b) immediately, in the event of a safety risk or a chance of failure of the Equipment, you will make the Equipment available to Greener, or our subcontractor. Clause 9.3 applies mutatis mutandis if you do not comply with clause 13.

13.2 Rental costs during maintenance

13.2.1. In the case of regular maintenance or

unexpected urgent work that is carried out upon our request, you remain liable for payment of the Rental Price (and other costs defined in the Contract) for the time that the Equipment cannot be used, unless the maintenance or urgent work takes longer than four (4) hours from the start of such maintenance or urgent work.

14. DEFECTS

14.1 Notification

14.1.1. Please notify us immediately of a failure or unsatisfactory operation of any part of the Equipment or Software. You are required to call us at +31 20 244 0105 (24/7 available). You are not allowed to carry out the repairs yourself or engage a third party to carry out repairs, unless with our prior written consent.

14.2 What happens next?

14.2.1. If the Equipment or Software fails or has a defect as a result of proper, normal use or reasonable wear and tear or the development of an inherent defect or defect that cannot be determined by means of a reasonable investigation by you in accordance with clause 9, Greener has the choice between: (a) repair at the expense of Greener with as little and reasonably feasible delay (in which case you will be released to pay the Rental Price from the date of your notification as referred to in clause 14.1.1 until the repair has been completed); or (b) replacement of the relevant Equipment.

14.2.2. If the Equipment fails or has a defect due to any other cause not mentioned in clause 14.2.1, Greener has the choice between: (a) repair at your expense (you remain obliged to pay all amounts paid under the Contract to Greener)



or (b) replace the Equipment at your expense. If an expert investigation is required to determine the cause of the failure or defect and the expert concludes that it cannot be attributed to a cause as referred to in clause 14.2.1, you will bear the costs of the expert investigation.

- 14.2.3. If there is a standstill on which Greener has no influence, Greener does not accept any reduction of the Rental Price and other related costs or other claims, regardless of how this occurred.

14.3 Repair or replacement is not possible

- 14.3.1. If repair is not feasible despite reasonable efforts by Greener and if replacement Equipment is not available at affordable costs, Greener may terminate the Contract immediately without any costs due and Greener has no liability to you for that termination or for any consequence of that failure, defect or that termination.

15. SPECIFIC ENERGY OBLIGATIONS

15.1 Connection to power supply

- 15.1.1. The assessment, decision-making and implementation of the electrical connections of the Equipment to your facilities/installations and to the grid are your sole responsibility. The Equipment will be installed by your qualified employees unless the Contract specifies differently. Please note that we never tie into the main grid connection and your installation manager must always be present for this purpose.

15.2 Energy consumption

- 15.2.1. We are not responsible for failures in the event that the pre-established running and loading schedule is not adhered to.

15.3 SOC-range batteries

- 15.3.1. You are not allowed to take any action aimed at monitoring or measuring the SOC range of the Equipment without our express prior written consent.
- 15.3.2. Any batteries must remain within the 90% - 20% SOC range. This will be monitored by us with our Software. When close to the margins, you will be notified. We will not immediately shut down the Equipment when you go over or under these margins, but we shall provide you an additional 5% SOC margin to find a solution. There is a surcharge of EUR 500,- (ex. VAT) per 5% SOC margin per battery. If the 90% - 20% SOC range will be exceeded, we will shut down the Equipment. You will be charged for the costs for the restart of the Equipment.

16. TRANSPORT OF THE EQUIPMENT

- 16.1.1. If the Parties have agreed in the Contract that you will arrange for transport of the Equipment (and you will collect the Equipment at the start of the Rental Period from a site designated by Greener and you will return the Equipment at the end of the Rental Period to a site designated by Greener), the following will be applicable:
- a. any and all risks in relation to the transport of the Equipment will be exclusively for your account and all costs in connection with such transport will be borne in full by you;
 - b. you shall arrange for adequate insurance of the Equipment against all risks during transport thereof and Greener may at all times request you to provide evidence of such insurance;
 - c. you will fully indemnify Greener and hold Greener harmless for any and all damages that Greener or third parties may incur, irrespective if such damages are connected with loss, theft,



intent, gross negligence or willful intent of you or your subcontractor that performs the transport; and

- d. you are aware of and shall comply with all national and international applicable laws and regulations in relation to the transport of the Equipment and the transport of hazardous goods.

17. DATA

- 17.1.1. We have the right to collect and analyze the Data and we will use the Data in our sole discretion to improve and enhance the performance of the Equipment and Software and for other development, diagnostic and corrective purposes in connection with the performance of the Equipment, Software and related services. We may disclose the Data to third parties in a de-identified form. No licenses regarding the Data are granted to you unless explicitly agreed in writing.

18. RETURN OBLIGATIONS

18.1 Return of the Equipment

- 18.1.1. You shall return the Equipment to us upon expiry of the Rental Period at your own expenses.

The Equipment shall be returned in a properly functioning condition, excluding normal wear and tear, and in the same condition in which it was originally delivered.

If the Equipment includes cables, you are responsible for rewinding the cables on supplied reels and the return of the delivered cables.

18.2 Condition of the Equipment

- 18.2.1. If you return any part of the Equipment in a different condition than described in clause 18.1.1 for whatever reason, you are be liable to us for (a) the full costs, expenses and repairs that we deem necessary or desirable; or (b) the full costs of replacing the Equipment if we believe that repairs would not be feasible or cost-effective; and (c) the loss of rental prices for the Equipment during the period that (i) the Equipment is out of use; and/or (ii) repairs are being performed.

- 18.2.2. In the event that the Equipment is not returned to us within five (5) Business Days of the later of the end of the Rental Period or our request, a Total Loss shall be deemed to have taken place with respect to the Equipment and you shall be immediately liable to pay us for the full replacement value of the Equipment.

18.3 Return letter

- 18.3.1. Upon expiry of the Rental Period, at the time of returning the Equipment to the location of Greener, you may request a return letter prepared by us confirming the prima facie condition of the Equipment. This return letter will be sent to you. You can respond to us within five (5) Business days if you do not agree with the content of the return letter. If you do not respond within five (5) Business days, the contents of the return letter as drawn up by us will be considered final and accepted by you.

18.4 Delayed return

- 18.4.1. If you do not decommission or return the Equipment, or decommission or return (any part of) the Equipment with delay, for any reason whatsoever (regardless of whether



negligence or other errors on the part of you or its employees, co-workers or agents are involved), you are liable for (a) the full costs of replacing the Equipment; and (b) Greener's loss for rental prices or other monetary losses until full return of the Equipment has taken place.

19. INSURANCE

19.1 Responsible for insurance

19.1.1. The risk of loss, theft, damage or destruction of the Equipment shall pass to you on delivery. The Equipment shall remain at your sole risk during the Rental Period and any further term during which the Equipment is in your possession, custody or control (the **Risk Period**), until such time as the Equipment is redelivered to us. Title to the Equipment will at all times remain solely with us.

19.1.2. You shall provide insurance for the Equipment and itself against all risks related to the Equipment at your own expense during the Risk Period unless specified differently in the Contract. For the avoidance of doubt, these risks shall in each case include, but not be limited to, theft, (un)intentional damage, fire, flood and all risks arising from the presence or operation of the Equipment at the Location (including, subject to the generality of the foregoing, legal liabilities to third parties arising from the operation of, or in connection with, the Equipment). Any insurance monies received by you with regard to those risks shall, to the extent that we deem necessary, be applied at our instruction. Greener shall be named as the beneficiary of the insurance.

19.1.3. Insurance certificate

19.1.4. You shall provide us with proof of your insurance prior to the delivery of (any part of) the Equipment. If such proof has not been received at the agreed time for delivery, you are liable for any additional costs that we may incur as a result of arranging for insurance cover for the (transportation of the) Equipment.

19.2 Loss or damage

19.2.1. You shall inform us immediately about any loss of or damage to the Equipment. If the Equipment is involved in an accident involving injury to persons or damage to property you may not make or perform any recognition, offer, promise of payment or compensation without our written consent.

19.2.2. If the possibility that loss or damage has been caused by a third party, you shall inform any relevant authority (such as the insurer or police) of the loss or damage and will send us copies of the written notifications and reports of that notification to us without delay.

20. LIMITATION OF LIABILITY GREENER

20.1 Limitation of liability

20.1.1. We are solely liable for "direct damages" (meaning any and all damages which are reasonably foreseeable at the time of the conclusion of the Contract, default or other relevant event resulting in the damages incurred) with regard to the Contract (irrespective of whether they result from an attributable failure to perform, unlawful act or otherwise) which liability shall be limited to 70% of the Rental Price (not including costs passed on to you, such as transport costs,



costs for insurance and other such costs) that we actually have received from you under the Contract.

20.1.2. In no event shall we are liable or responsible to you or any other party for: (i) any loss, damage or injury caused by, resulting from or in any way connected with the Equipment or the Software, its operation or its use; (ii) Greener's failure to deliver the Equipment or Software as required under the Contract which is not attributable to or caused by Greener; or (iii) Greener's failure to repair or replace non-working Equipment or Software.

20.1.3. You acknowledge and assume all risks inherent in the operation, use and possession of the Equipment and Software from the time the Equipment and Software are delivered to you until the Equipment and Software are returned to us and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment and Software.

20.2 No indirect damages

20.2.1. Greener shall under no circumstances be liable under the Contract for any indirect damages, such as: (i) loss of profits, (ii) loss of sales or business, (iii) loss of agreements or contracts, (iv) loss of anticipated savings, (v) loss of use or corruption of software, data or information, (vi) loss of or damage to goodwill, or (vii) consequential losses of any nature whatsoever.

20.3 Exclusions of Limits

20.3.1. Nothing in the Contract excludes Greener's liability for the death or physical injury of a person, or other damage occurred in relation to the Equipment or Software caused by gross negligence or wilful misconduct of Greener or

its employees, co-workers or agents.

20.4 Force Majeure

20.4.1. We shall not be liable for any delay in the fulfilment or non-fulfilment of our obligations or part thereof under the Contract, or for a direct or indirect consequence of non-performance or delayed performance, if the delay or non-performance can be attributed to a Force Majeure or the failure of a part, component or part of the Equipment that is caused by, or in connection with, a Force Majeure.

20.4.2. In the event of Force Majeure Greener is entitled to terminate the Contract or to suspend performance of the Contract until the circumstance that causes the Force Majeure has ceased to exist, and you shall not be entitled to any compensation or damages for any loss or damage. Greener is entitled to require payment for any acts carried out in connection with the execution of the Contract prior to the Force Majeure having occurred.

20.4.3. In case of Force Majeure upfront notification from Greener to you is not required.

21. YOUR LIABILITY

21.1 Damage to or deterioration of the Equipment

21.1.1. If any part of the Equipment fails or is damaged as a result of:

- a. non-fulfilment by you of any obligation under the Contract;
- b. negligence, mishandling or improper use by you or your employees, co-workers, agents or contractors; or
- c. intentional or unintentional loss or damage, regardless of how it occurs;



then you are liable towards Greener for (i) the full costs of repairs that Greener deems necessary or desirable; and/or (ii) the full cost of replacing the Equipment if Greener believes that repairs would not be feasible or cost-effective; and (iii) the Rental Price of Greener for the Equipment: (a) while the Equipment is out of use due to failure or damage and (b) while repairs are being performed.

- 21.1.2. You shall not without our prior written consent part with control of the Equipment for the purposes of repair or maintenance to any person other than us.

22. INDEMNIFICATION

- 22.1.1. You are solely responsible and liable for and shall fully indemnify Greener for all (legal) costs, damage or monetary disadvantages (i) that occurs to or are in relation to the (use of the) Equipment and/or Location; (ii) due to the failure of you to return (any part of) the Equipment in time upon termination of the Contract or the agreed Rental Period.
- 22.1.2. You are solely responsible and liable for and shall fully indemnify Greener for all (legal) costs, damage or monetary disadvantages relating to (a) personal injury resulting from or in connection with the (use of the) Equipment and/or Software; (b) a violation of applicable environmental laws, rules or regulations in connection with the dumping, dispensing and/or disposal of hazardous materials or substances in the course of the operation, use, treatment or transport of the Equipment or (c) any governmental order (including safety and fire authorities) or administrative levy in relation to the (use of the) Equipment.

- 22.1.3. The indemnities do not apply to the extent that the loss or damage is directly caused by gross negligence or wilful misconduct of Greener, its employees, co-workers or agents.

23. TERMINATION

23.1 Early termination

It can happen that you need to early terminate the Contract. Since we have costs and counted on the income of the Contract, you agree to fulfil all remaining obligations under the Contract. More precise, you will pay us the full amount of the Rental Price for the Rental Period (including any agreed extended rental period) and any other fees or costs due under the Contract within five (5) Business Days as of the date of the early termination.

23.2 Termination Events

- 23.2.1. We have the right to terminate the Contract with immediate effect if a Termination Event occurs. If we have been granted a right of pledge on your claims vis-a-vis your customers in case clause 7 applies, we may notify your customers of such right of pledge and/or undertake any measures to enforce such right of pledge.
- 23.2.2. A **Termination Event** occurs if:
- you do not comply with any of the terms of the Contract such as payment of an amount due after being required to do so;
 - you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admits inability to pay your debts;
 - you are the subject of a bankruptcy petition or order;
 - an application is made to court, or an order is



- made, for the appointment of an administrator (*bewindvoerder*), or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over you;
 - e. you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors;
 - f. a Total Loss occurs;
 - g. a creditor of you attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within ten (10) Business days;
 - h. you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business;
 - i. you are doing or having something done or allowing or undergoing an act that damages or jeopardizes our reputation, our business values or rights to the Equipment or Software to be determined at our sole discretion; or
 - j. a Force Majeure situation during a consecutive period of ten (10) Business days prevents delivery of the Equipment and/or the performance of all or part of the services of Greener under the Contract.
- 23.2.3. Upon termination or expiry of the Contract, howsoever arising:
- a. our consent to your use of the Equipment, Software and Data shall terminate;
 - b. we may, without notice, retake possession of the Equipment and for this purpose may enter the Location or any premises in which you are storing the Equipment;
 - c. you shall ensure the safe and proper storage of

the Equipment until we have collected it; and

- d. all sums unpaid by you shall on our demand become immediately due and payable.

- 23.2.4. Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

24. GENERAL PROVISIONS

24.1 Confidentiality

- 24.1.1. All information obtained regarding your and our company, activities or business is confidential and you and we agree that such information can only be used for performing the obligations under the Contract.

24.2 Priority of each document

- 24.2.1. In the event of a conflict between the provisions of the documents forming the Contract, the priority of each document on the others is determined by the following order: the cover agreement or quotation letter shall prevail. The cover agreement or quotation letter and the GTC always prevail over any other document executed in connection with the rental of the Equipment, the Software and/or provision of any service.

24.3 Invalid provisions

- 24.3.1. If any provision of the Contract is or becomes invalid or becomes illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-



provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

24.4 No permanent waiver of rights by Greener

24.4.1. No failure or delay by Greener to exercise any right or remedy in relation to the Contract or these GTC or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24.5 Contract changes

24.5.1. No changes to the Contract shall be effective unless explicitly agreed in writing and duly signed by you and us.

24.6 Assignment

24.6.1. You shall not assign, transfer or subcontract any of your rights and obligations under the Contract or any part thereof without our prior written consent.

24.7 Third party clause

24.7.1. You recognize and, in so far as necessary, agree that the Equipment may be owned by or pledged/assigned to a third party, arising from rental and/or financial lease agreements between Greener or any of its group companies, and the third party.

24.7.2. Despite the existence of the Contract, you will deliver the Equipment to the third party on first

written demand, without the ability to invoke any right of retention, if and as soon as the third party demands delivery of the Equipment by virtue of failure by Greener or any of its group companies to comply with the relevant obligations towards the third party. As a result of this demand, the present lease contract will be dissolved by operation of law with immediate effect. Delivery as referred to above shall take place at the designated location in the Netherlands.

24.7.3. If the third party as owner (including the former pledge/assignee that has acquired ownership) wishes you to continue to use the Equipment, you will undertake on demand by the third party to conclude a lease contract with the third party for the remaining term of the Contract and under substantially similar conditions.

24.7.4. Between the Parties article 7:226 and 7:227 of the Dutch Civil Code are excluded. clause 24.7 (Third party clause) cannot be revoked, neither by you nor by Greener.

24.8 Let's discuss!

24.8.1. If you and we have a dispute, let's have an open conversation to solve the differences. If you or we remain unsatisfied, the dispute shall be submitted to the competent court of Amsterdam.

24.9 Applicable Law

24.9.1. The Contract and our relationship are governed by Dutch law.

