General Terms and Conditions of ESP Renewables Coöperatie UA.

Article 1. Definitions
Cooperative: ESP Renewables Coöperatie UA, having its registered office at Van den Merschlaan 56, 3705TJ, Zeist, the Netherlands, and recorded in the Chamber of Commerce trade register under registration number 75761734.
Proposal: the offer made by the Cooperative to the Principal, detailing the deliverables and/or the work to be performed.
Principal: the natural entity, legal entity or public-sector organisation that instructs the Cooperative to perform the work specified in the Proposal.
Assignment: the agreement entered into by the Cooperative and the Principal following the latter’s acceptance of the Proposal.
Consultant: the person whom the Cooperative provides to the Client to perform paid work, as laid down in the proposal.

Article 2. Applicability
1. The terms and conditions set out herein shall apply to all Proposals from and Assignments to the Cooperative, including additional work arising by virtue of said Assignments and/or (orally) agreed follow-up Assignments, unless otherwise specified in the Proposal.
2. Applicability of the General Terms and Conditions of the Principal and the General Conditions of Purchase of the Principal is expressly excluded.

Article 3. Proposal
1. The Proposal shall specify the deliverables and the activities to be undertaken, an estimate of the number of hours required to perform said activities, the delivery term or date, the fee payable by the Principal to the Cooperative, details of any reimbursable expenses, the invoicing intervals and/or dates, and details of additional agreements, if any.
2. The Proposal shall additionally specify the applicability of the General Terms and Conditions to the Assignment. By accepting the Proposal, the Principal agrees to the content and applicability of the General Terms and Conditions.

Article 4. Acceptance
1. The Cooperative shall be entitled to apply an acceptance deadline to the Proposal. The Assignment shall come into effect if the Principal accepts the Proposal before said deadline expires.
2. If no acceptance deadline is specified in the Proposal, the Assignment shall come into effect when the Principal accepts the Proposal. The Cooperative retains the right, for a period of 5 working days following receipt of the Principal’s acceptance of the Proposal, to cancel and/or revoke the Assignment.
3. In the event that the Assignment is commissioned by more than one Principal, all Principal parties shall be jointly and severally liable for fulfilling the obligations set out in
the General Terms and Conditions, irrespective of the contract party particulars recorded in the Proposal.

Article 5. Completion of the Assignment
1. The Cooperative shall be the sole contractor to the Principal, also if the Principal has the express or implied intention to delegate the Assignment to a specific member of the Cooperative. Articles 7:404, 7:407 section 2, and 7:409 of the Dutch Civil Code shall not apply to the General Terms and Conditions.
2. The General Terms and Conditions shall apply to the Cooperative, its management team, all members of the Cooperative and any third party engaged by or on behalf of the Cooperative.
3. In completing the Assignment, the Cooperative shall conduct itself in a manner consonant with that of a competent and professional contractor.
4. The Principal shall furnish the Cooperative with any information and/or assistance required by the latter to complete the Assignment. Should the Principal fail to provide such information and/or assistance, or in the event that information and/or assistance is incomplete or late, the Cooperative shall be entitled to postpone execution of the Assignment, or to conduct additional work for the account and risk of the Principal, without requiring the Principal's prior approval, and on the proviso that the cost of additional work reasonably reflects the Principal's shortcomings.
5. The Cooperative shall send the Principal regular progress updates.
6. The execution deadline set out in the Proposal is not fixed but based on a reasonable estimate. Failure to complete the assignment by the specified deadline shall not therefore constitute an attributable shortcoming.

Article 6. Changes to the Assignment and Additional Work
1. The Principal accepts that execution of the Assignment may be subject to changes on account of unforeseen circumstances.
2. Unless urgent circumstances dictate otherwise, the (execution of the) Assignment may only be changed following mutual agreement, in writing.
3. Additional work and/or additional costs incurred on account of changes to the Assignment shall be for the account of the Principal. The fee charged for additional work shall be specified in the Proposal.

Article 7. Use of Third Parties
The Cooperative shall be entitled to engage the services of third parties in executing the Assignment.

Article 8. Fees
1. The fee shall comprise a fixed charge and/or an hourly rate, invoiced in euros, plus VAT, as well as expenses, including travel and accommodation expenses, if any, and material/equipment costs. Expenses shall only be charged if authorised by the Principal in advance.
2. The contractual fee shall apply for the duration of the calendar year in which the Assignment was agreed, and may be revised annually thereafter, to reflect any pertinent price increases.
3. If the fee is not specified in the Proposal, the Cooperative shall apply its customary fee.
4. The cooperative shall be permitted, without the Principal being entitled to dissolve the contract, to increase its fee unilaterally in response to a statutory price increase.

Article 9. Payment Terms
1. The Cooperative shall invoice the Principal on completion of the Assignment. Should the term of the Assignment exceed one calendar month, the Cooperative shall be entitled to send interim invoices.
2. The Principal shall be obliged to pay the invoice amount in full, within 14 days of the invoice date, and in accordance with the instructions included on the invoice by the Cooperative. Payments made in a manner other than specified by the Cooperative shall not be deducted from the Principal's payment obligation. The Principal shall not be entitled, under any circumstances, to offset or deduct amounts from invoices that it has received from the Cooperative.
3. Should the Principal fail to pay the full invoice amount within the payment term, it shall be considered in default by operation of law, and required to pay, in respect of the unpaid balance, as of the payment due date and without notice of default being required, the (statutory) commercial interest rate applicable in the Netherlands, until such time as the invoice has been settled in full.
4. In addition to the aforesaid statutory interest rate, the Principal shall be required to pay all reasonable collection costs, both legal and extrajudicial. The total cost of extrajudicial collection shall not exceed 15% of the total amount receivable.
5. Remittances by the Principal shall be applied to pay down costs, interest on overdue amounts, the principal and accrued interest, in that order.
6. Objections to the invoice amount must be submitted to the Cooperative in writing, within 5 working days following receipt of the invoice. An objection shall not entitle the Principal to suspend or delay payment.

Article 10. Retention of Title
Good and/or services delivered or due for delivery to the Principal shall remain the property of the Cooperative until the Principal has met, in full, its payment obligations under existing and previous Assignments to supply goods and/or services entered into with the Cooperative, which shall be understood to include any amount receivable by virtue of the Principal's failure to fulfil its obligations under said Assignments.

Article 11. Lien
The Cooperative shall be entitled to retain any goods that are in its possession until the Principal has paid all fees and expenses relating to an Assignment, unless the Principal has provided adequate security for the proper settlement thereof. Lien shall also apply to earlier Assignments in relation to which payments are outstanding.

Article 12. Intellectual Property
All intellectual property that has arisen during or been applied in the execution of the Assignment shall remain the property of the Cooperative and/or its members. Intellectual property may only be disclosed with the explicit approval of the Cooperative. The Principal shall be entitled to reproduce the deliverables for use within its organisation, inasmuch as said use is accommodated by the Assignment objectives.
Article 13. Liability
1. Except for provisions of law, and with due observance of the general standards of reasonableness and fairness, the Cooperative is not obliged to pay any compensation for;
   a. damage of any nature whatsoever, direct or indirect, to the Consultant or to property or persons at or from Client or a third party, which damage has arisen as a result of the Consultant:
   b. the provision of the Consultant by the Cooperative to Client, even if it appears that the Consultant does not meet the requirements set by Client;
   c. unilateral termination of the secondment agreement by the Consultant;
   d. acts or omissions of the Consultant, Client itself or a third party, including the entering into obligations by the Consultant.
2. Any liability of the Cooperative for any direct damage is in any case, per event, limited to 50% of the relevant invoiced or to be invoiced amount. The Cooperative shall never be liable for indirect damage, including consequential damage.
3. The Client is obliged to take out adequate, fully covering liability insurance for all direct and indirect damages as referred to in paragraph 1 of this article.
4. In any case, the Principal shall indemnify the Cooperative against any damages. Claims by the Consultant or third parties, for compensation of damages as referred to in paragraph 1 of this article, suffered by that Consultant or third parties.
5. The limitations of liability included in paragraphs 1 and 2 of this article will lapse in case of intentional or gross negligence on the part of the Cooperative and/or its executive staff.
6. The Cooperative has at all times the right, if and to the extent possible, to undo any damage suffered by the Client. This includes the right of the Cooperative to take measures to prevent or limit any damage.

Article 14. Indemnification
1. The Cooperative shall carry out the Assignment exclusively for the benefit of the Principal. Third parties cannot derive any rights from the Assignment.
2. The Principal shall indemnify the Cooperative against any third-party claims that arise pursuant to the execution of the Assignment, which shall be understood to include claims for (legal) expenses.

Article 15. Suspension and Cancellation
1. Both parties are entitled to cancel the Assignment at any time, subject to a reasonable notice period being observed. In the event that the Assignment is cancelled, the Principal shall be required to pay all fees and expenses due and owing as at the Assignment termination date.
2. The Cooperative may suspend execution of the Assignment immediately, and without notice of default being required, if:
   a. the Principal fails to meet, in full and in time, its obligations towards the Cooperative under the Assignment;
   b. the Cooperative becomes privy, after the Assignment has been contracted, to information that gives it good reason to conclude that the Principal is unable to meet its obligations in full and in time.
   c. a force majeure event occurs.
3. The Cooperative shall also be entitled to cancel the Assignment with immediate effect if the Principal goes bankrupt or applies for a (provisional) suspension of payment, and/or in the event of attachment, the suspension or liquidation of business operations, a merger, a demerger, a change in the Principal's legal or cooperative form, the application of the statutory debt restructuring (WSNP), the appointment of an administrator or guardian, the death of the Principal if the Principal is a natural person, and any other circumstances that give the Cooperative valid reason to conclude that the Principal is unable to meet its obligations.

4. The Principal may terminate the Assignment with immediate effect in the event of an attributable shortcoming on the part of the Cooperative, provided the Cooperative has been notified accordingly in writing, and been given the opportunity to resolve the shortcoming and/or its consequences within a reasonable period of time.

5. In the event that the Assignment is cancelled in accordance with paragraphs 2 and/or 3 above, the Principal shall be required to pay all fees and expenses due and owing as at the Assignment termination date, which shall include a fee in respect of the notice period, without prejudice to the Cooperative’s right to claim full compensation of damages.

6. The Cooperative shall not be liable for compensation if the Assignment is suspended or cancelled by virtue of paragraphs 2 and/or 3 above.

Article 16. Confidentiality and Processing of Personal Data
1. Parties are obliged to keep all information shared with each other by virtue of the Assignment confidential.

2. The Cooperative shall ensure that all personal data processed in executing the Assignment is treated with due care and attention, in accordance with the General Data Protection Regulation and the General Data Protection Regulation Implementation Act.

3. The Cooperative has introduced technical and organisational measures to avoid the loss or unlawful processing of personal data, which measures are subject to the prevailing state of technology and technique of processing.

4. The Cooperative shall assist the Principal in exercising its rights to inspect, correct or delete personal data, and help the Principal with any objections it may have to the processing of personal data as well as requests regarding the transfer of personal data.

5. The Cooperative shall inform the Principal within four working days of any court order, subpoena or other legal obligation to disclose personal data to a third party.

6. The Cooperative shall inform the Principal of a potential data leak within 24 hours of its discovery, and keep the Principal informed of related developments through the provision of detailed updates.

7. On completing the Assignment, the Cooperative shall return personal data to the Principal, and/or destroy said data, unless it is legally required to retain said data for a longer period of time.

Article 17. Amendments to the General Terms and Conditions
The Cooperative shall at all times be entitled to amend these General Terms and Conditions. The revised General Terms and Conditions shall take effect as of the next assignment, or when an existing assignment is extended. If an Assignment is extended, the Cooperative must furnish the Principal with (a copy of) the revised General Terms and Conditions before the extension date.
Article 18. Other Provisions
The invalidity or nullity of a given provision in the General Terms and Condition shall not affect the validity of the other provisions. Any provision that is considered invalid or void shall be replaced with a provision whose legal effect is the same, inasmuch as possible, as that of the provision it replaces, with due observance of the purpose and scope of the General Terms and Conditions.

Article 19. Disputes and Applicable Law
1. The Assignment and the General Terms and Conditions shall be governed by Dutch law.
2. Disputes between parties shall be submitted to the competent court in the town where the Cooperative is registered.