

General terms and conditions of ESP Renewables, version January 2022

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ESP Renewables (excluded liability) is your European service partner in the energy sector focusing on energy renewables and energy transition projects. ESP Renewables is a broad group of experienced people who provide service and support for the renewable energy industry.

ESP Renewables has access to people and knowledge from a large and growing network of professionals in the renewables industry and offers possibilities for long and short-term services and placements, including: health safety and environment (HSE) engineering and management, electrical engineering, mechanical engineering, civil engineering and even project execution management, operation and maintenance (support), asset management and (un)manned aviation consultancy and inspections.

These general terms and conditions have been drawn up in order to clarify the rights and obligations of the parties with respect to the activities to be performed and carried out ensuing from the agreement relating to ESP Renewables and/or associated legal entities, hereinafter referred to as ESP Renewables.

Definitions

In these general terms and conditions, the following definitions apply:

- Engineering:** Researching, planning, calculating, drawing and designing to achieve functional architectural, industrial, or other types of project in which technology plays a major role.
- Documents:** All goods made available by the Client to ESP Renewables, including documents or data carriers, as well as all goods produced by ESP Renewables within the framework of the execution of the assignment.
- Know-how:** Confidential knowledge of various company data in the broadest sense and including, but not limited to, drawings, designs, sketches, models, procedures, guidelines, methodologies, algorithms and software in which this knowledge is or will be embodied.
- Extreme weather conditions:** Weather of the dimension of a natural disaster and which deviates exceptionally from the weather extremes of the previous 30 years at the location.
- Client:** The natural or legal person who has entered into an agreement with ESP Renewables, or who intends to do so. The Client can also be the trustee. Where reference is made in these conditions to the Client, this also means any trustee.
- Party:** Both ESP Renewables and Client
- Personal data:** All data that is traceable to natural persons within the meaning of the Personal Data Protection Act or the General Regulation on Data Protection.

ESP Renewables: *ESP Renewables with excluded liability, located at Zeist (3708 JE), at the Sparrenheuvel 10, and registered at the Chamber of Commerce under the number: 84660287. Where these terms and conditions refer to ESP Renewables of the Contractor, where appropriate, this also refers to trustee.*

Work activities: *All activities that have been agreed upon, or which are carried out by ESP Renewables on a different basis, all this in the broadest sense.*

'His' and 'he' applies, mutatis mutandis, to both the male as well as the female person who is in any way involved in the agreement.

1. **Applicability**

- a. *These general terms and conditions apply to all offers made by ESP Renewables, to agreements concluded and to all actual and legal acts performed by ESP Renewables in the implementation thereof. A copy of these conditions can be downloaded free of charge from the website <https://www.esp-renewables.com/wp-content/uploads/2021/07/General-Terms-Conditions-of-ESP-Renewables.pdf> and will also be sent free of charge on first request. The applicability of any other condition is hereby explicitly rejected.*
- b. *These general terms and conditions consist of a general section and a special section. The general part consists of Articles 1 to 20 of these conditions. If the offers or the agreements concluded also or only include:
 - 'operational tasks on site', then in addition to the general part, the provisions of the special section I apply;
 - 'provision of staff', then in addition to the general part, the provisions of the special section II apply.*
- c. *In case of contradiction between the special part and the general part – and as far as these cannot complete each other – the provisions of the applicable special part prevail. In the event of a conflict between the conditions as stipulated in the agreement and the general terms and conditions, the conditions as stipulated in the agreement shall prevail.*
- d. *If one or more stipulations in these general terms and conditions are at any time wholly or partially void or are nullified, then the other provisions mentioned in these general conditions remain in full force. In such a case, the parties will consult with each other to agree on new provisions to replace the null and void or nullified provisions, with the aim and purport of the original provisions being sought as much as possible.*
- e. *All provisions in these general terms and conditions also apply to activities of the directors, members and employees of ESP Renewables and/or to any third parties or auxiliary persons engaged by ESP Renewables.*
- f. *When ESP Renewables hires third parties for the execution of the work, then the provisions of these general terms and conditions have also been stipulated for the benefit of this third party, in so far as this third party wishes to invoke them.*
- g. *These general terms and conditions have been translated into English. In the event of disputes of any nature regarding the interpretation of general delivery conditions, the Dutch version shall prevail.*

2. **Offer and acceptance**

- a. *The agreement is concluded at the time that the offer signed by the Client is received back by ESP Renewables, or when the execution of the work has started, or another statement showing that the agreement has been concluded.*

- b. *The prices stated in an offer are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the agreement, including travel and accommodation costs, unless stated otherwise.*
- c. *An offer sent by ESP Renewables is valid until 30 days after the date of that offer.*
- d. *Obvious typos, errors and mistakes in offers do not bind ESP Renewables.*
- e. *The price and tariffs mentioned in the offer are based on:*
 - *Ex Works ESP Renewables, Sparrenheuvel 10 Zeist, the Netherlands, in conformity with Incoterms 2020 for delivery within the Netherlands.*
 - *Delivery with international transport FCA (Free Carrier) in conformity with Incoterms 2020.**unless parties agree otherwise in writing.*
- f. *Irrespective of the provisions in the previous paragraphs, the parties may agree that ESP Renewables will provide shipment or transport. Such an agreement counts as a transport agreement. Under no circumstances does ESP Renewables act as a carrier, but as a forwarder. The risk of storage, loading, transport and unloading also rests on the Client in that case.*

3. Client data

- a. *The Client is obliged to provide all information, not limited to information, knowledge and changes that ESP Renewables indicates are necessary, or that the Client should reasonably understand are necessary for the correct execution of the agreement, completely, on first request, at least in time and in the desired form and in the desired manner, to ESP Renewables. The above also applies if the data originates from third parties.*
- b. *ESP Renewables has the right to suspend the execution of the assignment until the moment that the Client has fulfilled the obligations referred to in the previous paragraph.*
- c. *If and insofar as requested by the Client, the documents made available will be returned, subject to the provisions under Article 13.*
- d. *The Client guarantees that all information supplied by him is free of copyright or other rights. ESP Renewables has no obligation to investigate this, the full responsibility in this respect lies entirely with the Client. The Client fully indemnifies ESP Renewables for claims from third parties in this respect.*
- e. *The Client guarantees the correctness of the data and documents provided by him and indemnifies ESP Renewables for damage resulting from incorrect or incomplete information.*

4. Execution of the agreement

- a. *ESP Renewables has the right to have certain work carried out by third parties. The applicability of Article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is hereby expressly excluded.*
- b. *ESP Renewables is entitled to execute the agreement in various phases and issue invoices for those parts that have been carried out separately.*
- c. *If during the assignment work has been carried out for the benefit of the Client, which is not covered by the work as agreed in the order confirmation, the relevant note in the administration of ESP Renewables and/or its affiliated (legal) persons is derived from the assumption that this work was carried out on an incidental assignment, without prejudice to the right of ESP Renewables to provide proof of this by other means.*

5. Cancellation of equipment and people

- a. Cancellation of a reservation is not possible.
- b. An assignment can only be cancelled in writing. In the event of cancellation, the Client will owe the costs incurred for:
 - project-specific investments agreed in advance.
 - (de)mobilization of employees and equipment, such as, but not limited to, order picking, travel and accommodation costs, pre-testing, storage, certification and transport.
 - work preparation, such as, but not limited to engineering, project management, contract work, application for permits.
- c. In the event of a total or partial cancellation less than 48 hours before the initial start of the assignment, or during the assignment, Client owes ESP Renewables a fee as follows:
 - 50% of the initial daily price of the equipment with a maximum of 7 days.
 - 8 working hours per person per shift, with a maximum of 7 days.

6. Suspension of equipment and people

- a. Suspension of a reservation is not possible. Extending a reservation is only possible if the extension has been approved in writing by ESP Renewables.
- b. An assignment can only be suspended in writing. During the suspension, Client owes ESP Renewables a fee as follows:
 - at least 50% of the initial daily price of the equipment
 - at least 8 working hours per person per shift
 - fixed costs for employees and equipment, such as, but not limited to, travel and/or accommodation costs, and permits.
- c. Without prejudice to other provisions of these general delivery conditions, Client has the right to suspend the agreement, but only under the following conditions:
 - suspension by Client starts after a waiting period of 48 hours after the announcement of the suspension;
 - the duration of the suspension may not exceed the duration of the initial agreed assignment;
 - as soon as the Client has information on the basis of which it expects, or can expect that a suspension is about to occur, it must immediately inform ESP Renewables of this, failing which the Client is legally in default;
 - as soon as the equipment or employee(s) made available by ESP Renewables is used again, the suspension is immediately terminated;
 - the possibility to suspend can only be based on circumstances unforeseen at the time of the conclusion of the agreement;
 - when a period of suspension has started, and the Work must be resumed, Client must announce this as soon as possible, but not less than 48 hours prior to the resumption of the Work.
- d. The order will be cancelled by operation of law after 7 days of suspension. Article 5 applies.

7. Confidentiality and Intellectual Property

- a. Both the Client and ESP Renewables guarantee that all information, not limited to data and know-how, received from the other party, will be treated confidentially and will remain secret. This is subject to the legal obligation to disclose certain data.

- b. *The Client is explicitly prohibited from reproducing, disclosing or exploiting the information referred to in the previous paragraph, with or without the involvement of third parties, without prior written permission from ESP Renewables.*
- c. *ESP Renewables is entitled to store, use and process the texts, drawings, designs, images, recordings and other products it has drawn up on an external disk. ESP Renewables ensures in that case that no direct or indirect information about the natural or legal person is released.*
- d. *The know-how provided by ESP Renewables – all in the broadest sense of the word – is only intended for the Client and for the objectives of the Client itself. None of the products produced by ESP Renewables may be made public or used for anything other than it was intended without the prior written permission of ESP Renewables. Nor may any of the products made by ESP Renewables be modified or multiplied, including reproduction by means of print, offset, photocopy or microfilm or in any digital, electronic, optical or other form. The products and services supplied by ESP Renewables may not be resold to third parties. All this unless expressly agreed otherwise in writing and insofar as the purpose and purport of the assignment is not surpassed.*
- e. *ESP Renewables, or his assignee(s), has the exclusive right of publication, realization and multiplication of his designs, drawings, sketches, photographs and all other representations of his design, of his models as well as all other objects or information carriers, which give a picture or representation of his design, or which are referred to in the Copyright Act 1912 or in the Benelux Convention with respect to the intellectual property of trademarks, drawings and models.*
- f. *ESP Renewables retains, also after he has given permission for realization, publication or multiplication of his work, the following rights:*
 - *the right to oppose publication of the work without mention of his name or other indication as maker, unless the opposition would be in defiance of reasonableness;*
 - *the right to oppose publication of the work under another name than his own, as well as against bringing about any alteration in the name of the work or in the indication of the maker, insofar as these appear on or in the work, or are made public in relation therewith;*
 - *the right to oppose any other alteration in the work, unless this alteration is of such a nature that the opposition would be in defiance of reasonableness;*
 - *the right to oppose every deformation, mutilation or other encroachment of the work, which could harm the honour or the good name of the maker or his value in this quality.*
- g. *Without prejudice to the relevant provisions of the Copyright Act 1912, the consultant is the only one who has the right to make photographs or other representations of the interior and the exterior of an object realized according to his design and to reproduce and disclose them, but he needs the permission of the client for publishing photographs or other illustrations which show the interior of the object after its occupation. The client can attach conditions to his permission.*
- h. *Within the meaning of the Benelux Convention with respect to the intellectual property of trademarks, drawings and models, the consultant is regarded as the designer of the drawings and models which he has made as part of the commission. ESP Renewables has the exclusive right to deposit these drawings and models at the Office mentioned in this law. The provisions with respect to the rights of the consultant on the advice are as much as possible of similar applicability on the rights to be derived from this deposit.*

- *ESP Renewables has an obligation to bring immediately under the attention of the client inventions which came into being during and through the carrying out of the commission and which in his opinion are liable for the granting of patents.*
- *If such an invention comes about through exchange of knowledge between the client and the consultant, the client has the right to apply for a patent for this invention under his name and at his expense. The client informs without delay the consultant about his decision on this matter. If required, the consultant has an obligation to assist the client in the handling of the application. The activities of the consultant following from this assistance will be remunerated by mutual agreement.*
- *If the client obtains a patent as mentioned in this clause, he grants the consultant for nothing a licence on this invention. In principle, this licence is not transferable. For the concrete application of the licence the consultant shall ask permission from the client, which can only be refused if the client can show conflicting interests with his firm.*
- *If the client makes no use of his right as mentioned under b in this clause, then the consultant has the right to apply for a patent on this invention under his name and at his expense. ESP Renewables informs without delay the client about his decision on this matter. If the consultant obtains a patent as mentioned in this stipulation, he grants the client for nothing a licence to apply this invention in the present business of the client. In principle, this licence is not transferable.*

8. Force majeure

- a. *Force majeure means circumstances, conditions and/or events, which cannot be influenced by any Party, which take place beyond the fault or negligence of any Party and which cannot be avoided or prevented by taking reasonable measures, which temporarily or permanently prevent the execution of any obligation (other than payment obligations) under the agreement, such as trade union strikes, epidemics, computer virus, program crash, war (declared or not declared), terrorism, blockades, embargoes, riots, demonstrations, uprisings, fires, storms and/or other extreme weather conditions and/or other acts of nature, provided that no cause or contribution to those events is given. Force majeure does not include normal weather conditions.*
- b. *In the event that the execution of obligations under the Agreement is temporarily prevented as a result of a force majeure, the force majeure will only have the effect of postponing the execution of those obligations (with the exception of payment obligations), and this fact shall not apply as a reason not to comply with the Agreement.*
- c. *If ESP Renewables cannot, not timely or not adequately fulfill its obligations under the agreement as a result of force majeure, such as but not limited to stagnation in the normal course of business within its undertaking, these obligations will be suspended until the moment that ESP Renewables is again able to meet these in the agreed manner without ESP Renewables being in default and without being obliged to pay any compensation.*
- d. *In the event that the execution of obligations under the Agreement is permanently prevented by a force majeure, or is temporarily prevented by a force majeure for a period that is expected to last at least 30 (thirty) days, then each Party is entitled to terminate the Agreement.*

9. Payment

- a. *Unless otherwise agreed in writing, the Client is obliged to pay the amount owed by him within 14 days of the invoice date.*

- b. *Payment is made via bank transfer.*
- c. *In the absence of payment within the period referred to in Article 9 paragraph a, the Client is legally in default and ESP Renewables is entitled to all rights and actions arising from this. In that case, the Client will also owe statutory interest as referred to in art. 6:119 and 6:119a of the Dutch Civil Code. The Client is not entitled to settle amounts, except with permission from ESP Renewables.*
- d. *Costs as a result of judicial or extrajudicial collection of the claim are at the expense of the Client. The extrajudicial costs are fixed at at least 15% of the amount to be claimed with a minimum of €150 (in words: one hundred and fifty euros).*
- e. *In the event that ESP Renewables has instituted its claim in legal proceedings, the Client is obliged to fully reimburse the actual costs involved in this procedure, without prejudice to the claims of ESP Renewables in respect of extrajudicial costs. This includes all costs insofar as they exceed a possible cost order of the Client on the basis of Article 237 of the Dutch Code of Civil Procedure (Wetboek van Burgerlijke Rechtsvordering).*
- f. *Payments made by the Client always first serve to settle all interest and costs owed and then the due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.*
- g. *ESP Renewables is entitled to send partial invoices.*
- h. *Upon termination of the agreement, ESP Renewables will prepare its final statement of the work already carried out by it. The provisions mentioned in this article are fully applicable.*
- i. *When more Clients are involved in the agreement, they are all jointly and severally liable for the payment of the invoices and all other obligations arising from the agreement.*
- j. *If the costs incurred or investments have not led to the desired result, this will not lead to crediting, or at least, this does not release the Client from his payment obligation towards ESP Renewables.*

10. Complaints, claims

- a. *A claim or complaint relating to the work performed and/or the invoice amount must be submitted in writing within fourteen days after the date of dispatch of the invoice, the documents or information about which the Client has a complaint, or within fourteen days after the discovery of the defect, provided the Client demonstrates to ESP Renewables that he could not reasonably have discovered the defect earlier. If such a complaint is not made, the work performed and/or the final bill is accepted without protest.*
- b. *A claim or complaint as referred to in Article 10 paragraph a does not suspend the payment obligation of the Client.*

11A. Liability

- a. *The Client is liable for damage that is a result of any accident or event or that is a result of violation of another contractual or non-contractual obligation, with the exception of the deviations mentioned below and without prejudice to other provisions in these general delivery conditions. The Client will indemnify ESP Renewables against any claim for damages in this regard.*
- b. *The Client must indemnify and hold harmless ESP Renewables against claims and fines that are a result of acts and omissions of the Client that constitute an infringement of laws and/or regulations.*
- c. *The liability of ESP Renewables for damage to goods caused during the time that ESP Renewables or anyone on behalf of ESP Renewables actually transports, processes, handles, rents, borrows, uses, stores or for any reason is in possession of these goods is*

limited to € 50,000 per claim. ESP Renewables is not liable for damage resulting from the property damage.

- d. For property damage to goods delivered by or under the responsibility of ESP Renewables, (whether or not including material supplied by or on behalf of the Client), the liability is limited to the re-execution of the order. If it is not possible to carry out the order again, the liability is limited to the invoice value for the relevant order, or in the case of a partial order, the invoice value of the relevant partial order, or in the case of monthly invoicing, the invoice value of the month in question with a maximum of 1 month.
- e. The Client indemnifies ESP Renewables against all third-party claims for product liability as a result of a defect in a product that was delivered by the Client to a third party and that (partly) consisted of products and/or materials supplied by ESP Renewables.
- f. The Parties are mutually not liable for each other's indirect, intangible or consequential damage, such as but not limited to loss of profit, business interruption, reputation damage and missed assignments. This with the exception of loss of rent and missed rent from ESP Renewables and unless this is caused by intent or gross negligence on the part of the other party.
- g. Client is fully responsible for, and will indemnify, defend and hold harmless ESP Renewables against and in respect of, all claims, losses, damages, costs (including legal fees), expenses and other obligations arising from pollution and/or contamination arising out of or with regard to the execution of the agreement when:
 - the pollution and/or contamination referred to takes place in the work area of the Client; or
 - the pollution and/or contamination referred to originates or arises from the property of or equipment owned or leased or rented by the Client.
- h. If and insofar as ESP Renewables should be liable for whatever reason, this liability is at all times limited to a maximum amount of Euro 1,500,000 per event or series of events with the same cause of damage.
- i. In any case, ESP Renewables' liability lapses in its entirety if the Client, as soon as it becomes aware of circumstances for the first time, does not report this within a reasonable time, or if the Client does not act or refrain from acting to prevent further damage.
- j. The Parties cannot invoke conditions that limit liability if and to the extent that loss or damage is the result of gross negligence or willful misconduct on the part of the other party.
- k. The Parties are liable to third parties as determined by Applicable Law. For the purposes of this article, "third parties" means any party that is not part of the Client or ESP Renewables.

11B. Liability in connection with offshore, oil, gas and geothermal

- a. With regard to activities in the offshore and/or oil, gas and geothermal industry, the provisions as referred to in this article also apply, with the exclusion of paragraphs c and d of Article 11A.
- b. Client is responsible for, and will indemnify, defend and hold harmless ESP Renewables against and in respect of, all claims, losses, damages, costs (including legal fees), expenses and other obligations due to:
 - loss of, or damage to, the Client's property, whether owned or leased by the Client;
 - personal injury, including death or illness of employees of the Client;

- arising from or related to the performance of the agreement;
- c. *ESP Renewables is responsible for, and will indemnify, defend and hold harmless the Client against and in respect of, all claims, losses, damages, costs (including legal costs), expenses and other obligations due to:*
 - *loss of, or damage to, ESP Renewables' property, whether owned or leased by ESP Renewables;*
 - *personal injury, including death or illness of employees of ESP Renewables;*arising from or related to the performance of the Agreement.
 - d. *With respect to third-party claims, the causing party shall be responsible for, and will indemnify, defend and hold harmless the other party against and in respect of, all claims, losses, damages, costs (including legal fees), expenses and other obligations under personal injury, including death or illness and loss of or damage to property of such third parties, in so far as and to the extent that such injury, loss or damage results from an act or omission, including the negligence of the Party.*
 - e. *The Client guarantees that all parties engaged by the Client have signed the mutual indemnification agreement of Nogepe – known as: 'MIA Mutual Indemnity Agreement' – and are sufficiently insured in this regard.*

12. Duration and termination

- a. *The agreement is entered into for an indefinite period of time, unless it follows from the nature or scope of the assignment that it has been entered into for a definite period of time.*
- b. *The parties have the right to terminate the agreement with due observance of the provisions included in this article, with cancellation always taking place towards the end of the month.*
- c. *For agreements with an unlimited term, a notice period of three months applies.*
- d. *For agreements with a limited deadline in principle, but which are tacitly extended, a notice period of three months before the end of the extended period.*
- e. *Agreements with a limited term cannot be terminated prematurely.*
- f. *The parties have the right to terminate this agreement immediately and without having to give notice to the other party in case:*
 - *A party has applied for a suspension of payments or is declared bankrupt;*
 - *A party sells or transfers its business to a third party and/or loses direct control over its business.*
- g. *Each of the parties has the right to terminate this agreement in the event that:*
 - *a breach of trust has arisen;*
 - *continuation of the agreement according to standards of reasonableness and fairness is unacceptable.*
- h. *Parties always have the opportunity to mutually agree to another notice period if the circumstances of the case justify this.*

13. Suspension / retention

- a. *ESP Renewables is entitled to suspend the fulfillment of all its obligations, including the issuance of documents or other items – including, but not limited to, digital files – to the Client or third parties, up to the moment that all due and payable receivables, including advance payments, are fully paid by the Client.*
- b. *ESP Renewables is not liable for damage caused by the delayed handling of work caused by the suspension, even if it appears that the suspension was based on an incorrect legal basis.*

14. Purchase of goods

- a. In case of purchase of goods by ESP Renewables for the execution of the work, the relevant purchase will be made entirely at the expense and risk of the Client. The (purchase / sale) conditions of the original seller or supplier are applicable back to back to the agreement between ESP Renewables and its Client.

15. Delivery of the Work

- a. The Work is considered completed when:
 - The Client has approved the Work in whole or in part;
 - The Work has been put into use by the Client. If the Client takes part of the Work into use, that part is considered to have been completed;
 - ESP Renewables has notified the Client in writing that the Work has been completed and the Client has not immediately, and at least within 14 days of the notification, made known in writing whether or not the Work has been approved;
 - The Client does not approve the Work on the basis of minor defects or missing parts that can be repaired or delivered within a reasonable period of time and that do not prevent the Work from being put into use.
- b. If the Client does not approve the Work, he is obliged to notify ESP Renewables of this in writing, stating the reasons. In that case, he will give ESP Renewables the opportunity to deliver the rejected parts of the Work again. The provisions of this article shall again apply thereto.

16. Personal data

- a. ESP Renewables will perform all efforts that can reasonably be expected of it to keep personal data confidential.
- b. Insofar as necessary, personal data – with the intention that it is used for – are registered by ESP Renewables with the Data Protection Authority (Autoriteit Persoonsgegevens).
- c. Client gives ESP Renewables permission, for the proper execution of the assignment and/or to the extent necessary, to use or process his/her personal data.
- d. Unless ESP Renewables is required by law, no personal data will be provided to third parties without the explicit permission of the data subject.
- e. For questions about, the registration, the purpose of registration, the use of the personal data e.d or for objection to (further) use or registration of his/her personal data, the Client or the data subject must submit these questions in writing to ESP Renewables office in Zeist.

17. Change clause

- a. ESP Renewables has the right to change these conditions. ESP Renewables will inform the Client of this in writing. Client then has the right to terminate the agreement within two months after this notification. If no response is received within two months, the change will be considered to be accepted and therefore irrevocable.

18. Penalty clause

- a. If the Client acts contrary to the provisions of Article 7 of these general terms and conditions, the Client will forfeit a fine of € 1,000.00 (in words: one thousand euros) to ESP Renewables for each violation, plus an amount of € 500 (in words: five hundred euros) for each day that the violation continues. The fine is capped at € 25,000 (in words: twenty-five thousand euros). The fine is immediately due and payable, without

any notice of default or other prior declaration in the sense of art. 6:80 of the Dutch Civil Code being necessary. This penalty is due both for an attributable and non-attributable shortcoming and without prejudice to any other rights or claims of ESP Renewables, including in any case the right of ESP Renewables to claim full compensation.

19. Evergreen clause

- a. In order to ensure that even after the end of the agreement some provisions remain valid, an evergreen clause has been included here. The provisions of Articles 7, 18 and 19 shall also remain in force after termination of this agreement.

20. Applicable law and competent court

- a. Only Dutch law applies to all legal relationships between the Client and ESP Renewables, to which these general terms and conditions apply.
- b. All disputes between the Client and ESP Renewables are exclusively settled by the competent court in the district where ESP Renewables is located.

Special conditions I. Operational tasks on location

21. Provisions concerning the location where the work is carried out

- a. Unless explicitly agreed otherwise, the Client is responsible for and will ensure that all permits, licenses, road closures and other approvals necessary for the project, the work and the location are obtained. This unless otherwise agreed in writing.
- b. The Client will ensure that the location is easily accessible, that the equipment and materials can be mobilized properly and safely and that the project and/or the services can start on the agreed date and can be executed without interruption or hindrance.
- c. The Client shall ensure that the working conditions at the site (in particular with regard to safety and health) are fully and properly compliant with the required standards and are fully compliant with the local regulations and requirements.
- d. The parties will act in accordance with all laws, regulations, decisions and/or other requirements and instructions from governments and/or other authorities.
- e. When the Client arranges transport facilities (including helicopter and/or boat) for bringing ESP Renewables and or the person(s) it engages aboard the offshore base, Client shall arrange free of charge for all relevant travel and cancellation insurance for the benefit of ESP Renewables and or the person(s) it engages and/or its replacement and/or subordinate.

22. Liability and insurance

- a. ESP Renewables is not liable for damage in connection with environmental damage.
- b. In the cases in which ESP Renewables makes use of the goods made available by the Client, such as, but not limited to: equipment, vehicles, and materials, ESP Renewables is in no way liable for any damage to these goods. The Client indemnifies ESP Renewables accordingly.
- c. The Client guarantees that it has fully WA(M) and Casco insured the goods entrusted to ESP Renewables, with a maximum deductible of €2,500 (in words: twenty-five hundred euros). ESP Renewables will be indicated as co-insured on this insurance. The Client will indemnify ESP Renewables against claims from third parties and both the Client and its

insurer will refrain from any recourse against ESP Renewables and/or third parties hired by ESP Renewables.

- d. The Client guarantees that the Client will take out and hold a transport, CAR (Construction All Risks), EAR (Erection All Risk) or comparable insurance during the term of the agreement – and in the case of maintenance a garage insurance or comparable insurance – that provides at least adequate coverage with respect to material loss and/or property damage and/or injury caused to, by or with the load, cargo and/or the Work. The insurance must provide coverage – also on behalf of ESP Renewables – at the location as well as during transport and other manipulations with a maximum deductible of €2,500 (in words: twenty-five hundred euros).
- e. The insurances referred to in Article 22 (c) and (d) will in all cases be primary to the insurance policies of ESP Renewables. The insurance as mentioned in Article 20 paragraph a will stipulate that the insurers will waive any right of subrogation towards ESP Renewables. ESP Renewables will be mentioned as a co-insured in the policy.
- f. In the absence of an insurance policy under Article 22 (c) and (d), any damage must be settled as if this insurance had existed. In that case, ESP Renewables must be fully safeguarded, with the exception of the deductible amount referred to in Article 22 (d).
- g. The parties will furthermore take out all mandatory statutory insurance that is prescribed by the applicable legislation.

23. Permits and other official costs to be incurred

- a. All costs incurred by ESP Renewables, which are incurred in connection with the execution of the work, are fully at the expense of the Client. Unless otherwise agreed in writing, this shall in any event be understood to mean:
 - permits
 - exemptions
 - fines and penalty payments
 - guarantees
 - and (other) costs charged by the government
- b. The timely, complete and correct arranging and realization of necessary permits and other official documents is entirely at the expense and risk of the Client. ESP Renewables gives no guarantee in this respect.
- c. ESP Renewables is not liable for the consequences of the lack of a valid (transport) permit or exemption, and/or delays and suspensions that arise from this.
- d. If during the execution of the work it is necessary that obstacles are removed in whole or in part, these obstacles are only removed and/or replaced at the expense and risk of the Client. The pruning of trees, shrubs and other flora is also at the expense and risk of the Client.

24. General obligations of the Parties

- a. Unless explicitly agreed otherwise, the Client is responsible for and will obtain all permits, licenses, road closures and other approvals and measures which are needed for the service and location.
- b. The Client will ensure that the Location is easily accessible, that the equipment and persons can be mobilized properly and safely and that the Services can commence on the agreed date and can be performed without interruption or impediment.
- c. Client will indemnify, defend and hold harmless ESP Renewables against and in respect of all claims, demands, actions and proceedings which are made and/or instituted against ESP Renewables and/or subordinates and/or ESP Renewables's subcontractors

in respect of any event, losses, costs, fines or damages for which Client is responsible according to this article.

- d. Client shall act in accordance with all rules, regulations, and measures relating to safety, environment, health and working conditions. The Client will ensure that the working conditions at the location (in particular with regard to safety and health) are good and fully in line with the required standards and fully in accordance with the local regulations and requirements.*
- e. The Client is obliged to provide to all employees engaged by ESP Renewables certified and ISO/EN-standardized, effective and suitable project-specific clothing and PPEs, such as but not limited to: lifejackets, special helmets, fall-prevention/climbing/integrated safety belts or harnesses including certified ropes, chains and carabineers etc., and overalls with special coating. ESP Renewables will ensure that the PPEs are used in the right way and take measures if they are not used or not correctly used.*
- f. The Client will guarantee the structural integrity of the load, including the suitability of the Load for the method used during the work activities. Unless explicitly agreed otherwise, the Contractor will not be responsible for the structural integrity of the Load or for the suitability of the Load for the method used.*

SPECIAL PART II, PROVISION OF STAFF

25. Provision

- a. ESP Renewables will make efforts to execute the order carefully and to serve the interests of the Client to the best of its abilities. The Client will provide ESP Renewables prior to the commencement of the order with an accurate description of the position, terms of reference, working hours, operating hours, duties, place of Work, working conditions and an indication of the duration of employment.*
- b. ESP Renewables reserves the right, at its own expense, to replace the staff provided to the Client at any time with other equally qualified staff.*

26. Operating hours and working hours

- a. The working hours of the Client will apply to the provided staff, unless otherwise is agreed between the parties.*
- b. The Client will ensure that the operating, working and resting hours of the provided staff are in conformity with the legal requirements. The Client will monitor that the staff will not exceed the legally allowed working hours and the agreed volume of Work. The Client will indemnify ESP Renewables as employer of the provided staff against any possible related liabilities.*

27. Good management and supervision practice

- a. The Client will, with regard to the provided staff, apply the same careful code of conduct as it is bound to apply to its own staff.*
- b. The Client is not allowed to 'pass on' the provided staff to third parties, i.e., to make them available to a third party in order to execute works under the management or supervision of such third party. To 'pass on' also refers to, among others, that the Client makes provided staff available to a (legal) person with whom the Client is affiliated in a group of companies.*

- c. *Employment of provided staff abroad by a Client based in the Netherlands is only possible under strict management and supervision by the Client and for a limited period only, on condition that this has been agreed in writing with ESP Renewables and that the provided staff has agreed in writing. The Client will ensure that all formalities shall be fulfilled. The Client will indemnify ESP Renewables against any possible related liabilities.*
- d. *The Client will compensate the provided staff for damages sustained to properties belonging to the provided staff which has been damaged or destroyed within the framework of the instructed Work. The Client will indemnify ESP Renewables as employer of the provided staff against any possible related damages referred to in this article.*

28. Responsibility, liability and insurance

- a. *Without prejudice to other provisions in these general delivery conditions, the provisions of this article apply with respect to liability.*
- b. *The Client declares that it is aware of the fact that it is qualified in the Working Conditions Act as an employer.*
- c. *The provided staff shall work under the management, supervision and responsibility of the Client, who will issue the necessary instructions and fulfil the obligations according to Article 7:658 of the Civil Code, the Working Conditions Act and related regulations regarding health and safety at work and proper working conditions in general.*
- d. *Should ESP Renewables be obliged to disburse sick pay and related additional income support and the illness is the result of defaulting according to Article 7:658 of the Civil Code by the Client, the Client is obliged to compensate ESP Renewables for all costs related to the obligation of disbursing sick pay and related additional income support as well as all other costs, such as costs for reintegration.*
- e. *The Client will compensate the provided staff – and will indemnify ESP Renewables – for all damages (inclusive of costs including the factual costs of legal aid) which the provided staff has sustained within the framework of performing their duties, in case and so far as the Client and/or ESP Renewables are liable according to Article 7:658 of the Civil Code.*
- f. *The Client will take out an appropriate insurance cover and will remain insured against the risk of damages which the provided staff may cause third parties during the performance of, as instructed by the Client, their duties. The Client will indemnify ESP Renewables against any possible damages related to this agreement.*
- g. *The Client will take out insurance and will retain that insurance against liability for damages resulting from mistakes made by the provided staff according to Article 6:170 of the Civil Code.*
- h. *Should Client at any time have the misfortune to be confronted (for example on the basis of an actual or notional employment relationship) with one or several (additional) tax assessments, VAT additional assessment, in connection with this agreement, Client indemnifies ESP Renewables against and compensates ESP Renewables for any claims on this matter, as well as for all other assessments and fines.*
- i. *If the situation as referred to in Article 28 paragraph h arises, Client – as much as possible jointly with Contractor – is entitled to dispute the ruling of the Dutch Tax and Customs Administration concerning the alleged obligation to withhold before paying any amount. Contractor shall cooperate as much as possible in such legal action and in any case shall refrain from anything that could damage the position of Client in this respect.*

29. *Duration and termination of the agreement*

- a. *The Client can only terminate the agreement prematurely on the condition that the payment obligations related to the posting continue until the expiry of the initially agreed duration of the agreement. The payment obligation is based on the usual or expected work pattern of the personnel made available. This is the case, unless ESP Renewables and the Client have made different agreements in writing in this regard.*
- b. *If the Client wishes to terminate the posting while nothing has been agreed regarding the duration of the agreement, a notice period of one month applies.*
- c. *If the reason for the termination lies in a dispute with the personnel made available or a conflict situation, the Client must inform ESP Renewables in a timely manner. ESP Renewables will then investigate whether the dispute or the conflict situation can be resolved. The Client must make every effort to prevent and resolve a dispute.*

30. *Entering into a (direct) employment relationship with personnel made available to the Client*

- a. *If the Client wishes to directly enter into an employment contract, or any other type of employment relationship, with personnel made available to it by ESP Renewables, the Client will immediately notify ESP Renewables of this in writing. The parties will then consult with each other to discuss the Client's wishes. As a starting point, the Client owes ESP Renewables a reasonable fee for the services provided by ESP Renewables in connection with the provision, recruitment and/or training of the personnel made available in accordance with the provisions of Article 9a paragraph 2 of the Dutch Placement of Personnel by Intermediaries Act (WAADI) and/or other laws and regulations in this regard insofar as they have entered into force in the Netherlands.*
- b. *Other type of employment relationship, as referred to in this article, is understood to include:*
 - *the appointing as a civil servant;*
 - *the contracting for services;*
 - *the acceptance of work;*
 - *having the personnel made available to the Client be made available through a third party for the same or different work.*
- c. *The Client is prohibited from entering into an employment contract directly with the personnel made available to the Client if the Client has not legally terminated the Agreement with ESP Renewables. The provisions of Article 27 shall continue to apply.*
- d. *The Client is prohibited from inducing the personnel made available to it to enter into an employment contract or any other employment relationship with another company, with the intention of making the employee available to it through this other company.*