

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

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

1. Applicable terms and conditions

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

2. Offers and quotations

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

- 2.6 Any additional arrangements, amendment of an agreement or undertaking given by a staff member of VDH Solar shall only bind the latter provided that it has confirmed same in writing.
- 2.7 Where Customer is a consumer, it shall have a legally stipulated cooling period of fourteen (14) days within which to cancel or rescind its purchase, provided that a distance purchase has occurred and Customer complies with any other legally stipulated terms and conditions.

3. Prices and payment

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

4. Retention of title and liens

- 4.1 Any goods that have been delivered or are still to be supplied shall remain the exclusive property of VDH Solar until all of the claims which the latter has or may acquire against Customer or any of its group

companies, which may at any rate include those claims referred to in Article 3:92(2) of the Civil Code, have been paid in full.

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

5. Execution of an agreement

- 5.1 To the best of its ability VDH Solar shall make an effort to fulfil orders and provide services with due care, where appropriate in accordance with any norms and directives which it has issued and any arrangements recorded with Customer. VDH Solar shall provide all of its services based on a duty of care. Where any products that have been ordered can no longer be supplied, VDH Solar shall be entitled to replace them with products of an equivalent quality.
- 5.2 Customer shall be deemed to consent to VDH Solar arranging for the relevant agreement to be executed by its staff or any other party where necessary under its responsibility.
- 5.3 Customer shall always have a duty to provide timely assistance free of charge and to supply all information, suitable facilities, materials and additives in the form and manner required, which is deemed to include (but is not confined to) a safe and readily accessible area around the relevant installation along with all the requisite infrastructure, connections, network facilities and any other information and items which VDH Solar has indicated are necessary or which Customer reasonably ought to understand are required or advisable for the execution of the relevant agreement. In the event that Customer deploys its own personnel for the purposes of executing an agreement, it shall possess the requisite information, expertise, experience, capacity and qualities. Should Customer fail to ensure timely compliance with all of these obligations, VDH Solar shall be entitled to suspend the execution of all or part of the relevant agreement or assignment and/or to charge Customer for any additional expenses incurred pursuant to the latter's negligence, including the costs involved in acquiring such resources itself, in accordance with its normal rates.

- 5.4 Customer shall take delivery of the goods at the date and time indicated by VDH Solar. In the event that Customer fails to comply with its duty to collect such goods at the date and time indicated by VDH Solar, it shall be required to compensate VDH Solar for all of the costs involved in its storage, transport (or additional transport) and any other related expenses. These costs shall amount to no less than €250.00 per day or any part thereof. Should Customer fail to collect the goods after VDH Solar demands that it does so, VDH Solar shall be entitled to deem the relevant agreement as having been cancelled by Customer. Customer shall have a duty to pay for any costs involved in such cancellation as provided for in these terms and conditions.
- 5.5 Where VDH Solar staff carry out work on Customer's premises, Customer shall be required to provide a working area and facilities which comply with all relevant legislation and regulations, for example, those covering health and safety.
- 5.6 Unless explicitly agreed otherwise in writing:
 - a) VDH Solar's duty to effect performance shall not include:
 - (1) the installation, assembly or commissioning of goods or services,
 - (2) the maintenance, adjustment or management of goods or services, including the configuration of mains fuses or cables,
 - (3) the calculation of the maximum load of roofs and installation areas or the provision of any other structural advice,
 - (4) the provision of support to users,
 - (5) the supply of related goods or services that may be required, such as cables or an internet connection, and
 - (6) any work performed outside the Netherlands;
 - b) Customer shall install everything that VDH Solar has supplied at its own risk and expense, and to this end shall also do whatever is required to ensure that what has been supplied works;
 - c) VDH Solar shall not give or supply any courses, technical or other documentation or operating instructions to Customer;
 - d) VDH Solar shall specify the manner in which it will execute the relevant agreement and the way in which supply is to occur; VDH Solar shall not have a duty to heed any directions issued by Customer which may change or add to the nature or scope of its duty to effect performance;
 - e) supply shall be effected and services provided during VDH Solar's normal opening times (from 9 am to 5:30 pm) on working days;
 - f) Customer shall obtain the requisite permits, licences or other consents from any other parties at its own risk and expense; and
 - g) acting at its own risk and expense, Customer shall be responsible for preventing any problems from occurring due to a power failure during installation, for example, in the case of an alarm or computer system.
- 5.7 Under no circumstances shall the fact that additional work (or a demand for same) occurs while an agreement is executed or Customer is not granted any finance, a subsidy or a licence or permit, constitute grounds for the cancellation or rescission of the agreement.
- 5.8 The acceptance of a consignment may not be withheld on grounds other than those pertaining to the specifications to which the parties have explicitly agreed and neither on the grounds of the existence of minor errors or discrepancies which do not reasonably constitute an obstacle to putting what has been supplied into service for operational or productive purposes. Furthermore, acceptance may not be withheld in relation to any aspects which can only be subjectively assessed, such as the aesthetic aspects of a consignment.
- 5.9 Customer's acceptance or commissioning of what has been supplied shall entail that VDH Solar is fully discharged from liability for compliance with its obligations in relation to the supply and provisioning of goods or services and, where installation by VDH Solar has been agreed to as the case may be, in relation to its obligations in respect of such installation.

6. Supply and deadlines

- 6.1 Unless otherwise agreed in writing, delivery shall be effected ex works (EXW delivery from the VDH Solar warehouse in Hazerswoude-Dorp, the Netherlands). Delivery times shall be set to the best of one's knowledge based on any information disclosed when the relevant agreement was concluded and shall be observed as far as is reasonably possible. Delivery times shall always be indicative and never binding. For instance, weather conditions may lead to a delay in delivery. The mere failure to meet a deadline (for delivery or otherwise) which has been mentioned or agreed to shall not result in VDH Solar being in default. In the event of a failure to meet an agreed delivery deadline, Customer shall be required to notify VDH Solar that it is in default and to afford it a further deadline by when to effect delivery. Such additional deadline shall be identical to the original one subject to a maximum of three (3) months.
- 6.2 The risk that any goods or services will be lost, stolen or damaged shall pass to Customer at such time as the latter, a transporter or an assistant to Customer acquires de facto control over them.
- 6.3 VDH Solar shall not be bound by a delivery or other time or deadline which can no longer be met because of circumstances beyond its control that have occurred after the relevant agreement was concluded. Neither

shall VDH Solar be bound by a delivery time or deadline where Customer fails to ensure strict compliance with its financial or other obligations pursuant to the agreement concerned or where the parties agree to a change to the substance or scope of the agreement (additional work, an amendment of the specifications and so forth) or any variation in the approach towards its execution. In the event that a deadline is not met, VDH Solar shall enter into consultation with Customer.

- 6.4 Where there is any question of *force majeure*, the relevant delivery time shall be tacitly extended by the duration of such *force majeure*. '*Force majeure*' is deemed to mean what is stipulated in Article 6:75 of the Civil Code. *Force majeure* on the part of VDH Solar is also deemed to refer to circumstances beyond its control, which is deemed to include (but is not confined to) an industrial strike, a disruption of business or communication, difficulties with customs, transport problems, weather conditions or a failure on the part of VDH Solar's suppliers or any other party that VDH Solar engages to effect supply or timely supply. Where *force majeure* lasts for no less than sixty (60) consecutive days, the parties shall be entitled to cancel the relevant agreement in writing. In so far as either party has already complied with some of its duties pursuant to the relevant agreement or may do so by the time when *force majeure* occurs or has incurred costs for the purposes of carrying out the assignment concerned, it shall be entitled to issue a separate invoice for such work or costs. The parties may not seek compensation in the case of *force majeure*.
- 6.5 Should it appear to be impossible to deliver any item that has been ordered, VDH Solar shall make every effort in accordance with principles of equity and fairness to order a replacement item of equivalent value.

7. Termination of an agreement

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

8. Service and warranty

- 8.1 Unless otherwise stipulated, VDH Solar shall not provide any other or more far-reaching warranty for goods or services than that provided by its suppliers and/or its manufacturers ('manufacturer's warranty').
- 8.2 Where a supplier and/or manufacturer does not generally provide a warranty for an item, VDH Solar warrants that the relevant item possesses the characteristics that one may expect of it for a period of time following its purchase which is reasonable in the case of such a product. Under no circumstances shall such period of time exceed twelve (12) months.
- 8.3 Tolerances shall apply in respect of all goods and services that are offered. This means that VDH Solar shall be entitled to amend any stipulated specifications within reasonable bounds, provided that no essential change is made to the relevant technical configuration and that this does not reasonably constitute an obstacle to commissioning for operational or productive purposes. Under no circumstances shall such discrepancies (including colour difference of delivered solar panels) or minor flaws discharge Customer from its obligations pursuant to the agreement concerned. Unless explicitly otherwise agreed, brand designations shall not affect the conformity of what has been supplied.
- 8.4 In the event that Customer notifies VDH Solar of a complaint concerning any goods or services supplied, Customer shall afford VDH Solar or the supplier an opportunity to investigate that complaint. To this end Customer shall be required to provide a comprehensive and as detailed as possible a description of the relevant defect. Further investigation shall be conducted in the least onerous manner, for which purpose Customer shall afford VDH Solar an opportunity to conduct it, where necessary by presenting the relevant goods or information. In the event that a complaint appears to be unfounded, Customer shall be liable for all costs that have reasonably been incurred for the purposes of the requisite investigation.

- 8.5 VDH Solar or its supplier may charge for repairs in accordance with its normal rates where there is any question of inappropriate or improper use on the part of Customer or a cause for which neither VDH Solar nor its supplier may be held culpable. The relevant term of warranty shall not be renewed or extended following the performance of warranty work.
- 8.6 Any obligation pursuant to a warranty shall lapse in the event that Customer modifies what has been supplied, arranges for this to be done or fails to ensure strict compliance with any instructions or directions issued by VDH Solar or the manufacturer. Any warranty shall also lapse in the event of a failure to comply with any applicable quality standard set out in NTA 8013, NEN 1010 or NEN-EN-IEC 62446 (the installation, maintenance and inspection of PV installations). Furthermore, a failure on the part of Customer to comply with one (1) or more of its obligations pursuant to any agreement concluded with VDH Solar may result in the suspension of the relevant warranty obligations without the need for any further alert or reminder in this respect.
- 8.7 Return consignments shall not be permitted without VDH Solar's prior consent. VDH Solar may consent to a return consignment subject to conditions. The items that are to be returned and the original packaging must be complete, undamaged and unused. Under no circumstances shall consent be given for a return consignment in the case of any products or services that are not (or are no longer) part of VDH Solar's normal range of products or which have been especially ordered or manufactured for Customer.
- 8.8 In case a return consignment is permitted by VDH, the costs VDH Solar has incurred in processing the return consignment shall be compensated by Customer. These costs are set at a minimum of 30% of the total order amount (excluding VAT), without prejudice to VDH Solar's right to full compensation as a result of the return consignment.
- 8.9 Under no circumstances may any advice, opinion, expectation, forecast or recommendation – also in relation to potential earnings or returns – given, expressed, produced or made by VDH Solar be deemed to constitute a warranty. VDH Solar shall not be liable for any action undertaken pursuant to such statements.
- 8.10 In the event that VDH Solar or its supplier deems that a consignment has been shown to be defective, it shall have a choice of either again supplying what has not been properly supplied, repairing same or giving Customer a discount on the purchase price. In the first two (2) cases Customer shall return any items that have been found to be deficient. Where part of what has been supplied is deficient, this shall not confer entitlement on Customer to reject the entire performance that has been effected.
- 8.11 Customer shall have a duty to inspect it immediately after delivery to check for damage or defects and the number involved. A Customer shall cease to be entitled to invoke non-compliance on the part of VDH Solar in the event that it fails to lodge an objection with the latter in writing citing detailed reasons within a reasonable period of time but at any rate within 48 hours after it discovers or ought reasonably to have discovered a deficiency.
- 8.12 Any entitlement to file a claim shall lapse at such time as Customer treats or modifies the relevant item or part thereof, or mixes same with any other items.
- 8.13 Customer shall not derive any rights on the grounds of a defect other than those stipulated in these warranty provisions.

9. Liability and indemnification

- 9.1 Any limitation or exclusion of liability shall also apply in favour of VDH Solar's directors, as well as its staff and any person or legal entity that is engaged for the purposes of executing the relevant agreement or any instructions issued by Customer concerned.
- 9.2 In so far as is not prohibited by applicable mandatory law, any liability on the part of VDH Solar shall be precluded, unless there is any question of a deliberate act or omission, or wilful recklessness on the part of VDH Solar.
- 9.3 In the event that the exclusion of liability is not legally permitted, the overall, combined liability of VDH Solar on the grounds of a culpable failure to comply with an agreement or otherwise shall be confined to compensation for any direct loss that is actually suffered subject to no more than the value of the fee stipulated in that agreement and paid by Customer (exclusive of VAT). Where the relevant agreement is predominantly a continuing performance contract with a term in excess of one (1) year, the fee set out in the agreement shall be deemed to comprise all of the fees (excluding VAT) stipulated for one (1) year. Under no circumstances shall the overall compensation payable for loss amount to more than EUR 10,000.00 (ten thousand euros). 'Direct loss' is only deemed to refer to:
- a. any reasonable costs which the contracting part has had to incur to ensure that VDH Solar's performance complies with the relevant agreement. Nevertheless, no compensation shall be provided for such replacement loss in the event that the relevant agreement is

cancelled by Customer concerned or in response to an application from the latter;

- b. any reasonable expenses incurred for the purposes of determining the cause and extent of a loss in so far as such determination pertains to a direct loss as defined in these provisions;
 - c. any reasonable costs incurred for the purposes of preventing or limiting any loss in so far as Customer can show that such costs have resulted in a limitation of any direct loss in accordance with these terms and conditions.
- 9.4 9.4 Liability on the part of VDH Solar shall be precluded in the case of any damage inflicted on goods belonging to Customer or for any indirect or consequential loss, loss of earnings, foregone savings, penalties or fines imposed, impaired goodwill, any loss due to the disruption of business, claims from Customer's customers or suppliers, or the corruption or disclosure of data or documents, or any other form of loss on any grounds whatsoever.
- 9.5 Where loss is covered by Customer's insurance, VDH Solar shall not have a duty to provide compensation for same.
- 9.6 Entitlement to compensation shall only occur on condition that Customer notifies VDH Solar of it in writing and holds the latter liable by no later than within thirty (30) days after the grounds for its liability arise. Any claim against VDH Solar on the part of Customer for compensation, any other entitlement or amount receivable shall lapse one (1) year after the occurrence pursuant to which the relevant loss or claim directly or indirectly arises.
- 9.7 A series of related events giving rise to such loss shall also be deemed to constitute a single occurrence for the purposes of the application of this article.
- 9.8 An agreement shall only be executed for the benefit of Customer. Under no circumstances may any other party derive rights from the execution of an agreement by VDH Solar. Customer shall indemnify VDH Solar against any claim made by another party who claims to have suffered a loss due or pursuant to any work carried out for or supply effected to Customer by VDH Solar.

Article 10. Personal data and privacy

- 10.1 Where an agreement involves the processing of personal data, the parties shall comply with its obligations pursuant to the relevant legislation. The parties shall adopt appropriate technical and organisation measures to secure personal or other data against loss or any form of unlawful processing.
- 10.2 In this respect Customer shall instruct and consent to VDH Solar processing personal or other data where required for the purposes of executing the relevant agreement and availing themselves of VDH Solar's services. VDH Solar shall process such data for carefully determined purposes, such as:
- assessing and accepting current and potential Customers, entering into and executing an agreement with Customer and the settlement of funds transfers;
 - conducting analyses of personal data for statistical and scientific purposes, product development and executive reports;
 - undertaking marketing activities (targeted or otherwise) in order to establish, maintain or extend a relationship with Customer. In this respect specific characteristics shall be taken into consideration; and
 - complying with its legal obligations.

11. Intellectual property rights and publicity materials

- 11.1 All intellectual and industrial property rights to whatever is supplied by VDH Solar or any equipment or other materials, such as analyses, designs, documentation, reports, quotations and also any materials used to prepare same, that have been developed or made available pursuant to an agreement shall be vested solely in VDH Solar, or the latter's licensors or suppliers. Customer shall only acquire a temporary licence that is explicitly granted pursuant to these terms and conditions, and the law. This shall preclude any or other more far-reaching rights on the part of Customer to replicate or disclose same. Any right of use held by Customer shall be non-exclusive, may not be transferred to any other party, and may not be pledged or sublicensed. Customer shall always ensure strict compliance with any specified conditions, limitations and instructions pertaining to use, including any licensing terms and conditions of VDH Solar's suppliers. A licence may also be granted subject to the condition that Customer has paid all amounts due to VDH Solar on any grounds whatsoever in full.
- 11.2 In the event that there is any confusion concerning the holder of any intellectual or industrial property right, it shall be assumed that VDH Solar is the rightsholder, until such time as Customer can provide evidence to the contrary.
- 11.3 Customer shall not be permitted to delete or modify (or arrange for this to be done) any designation pertaining to confidential nature, copyright, trademark, trading name or any other intellectual or industrial property

right on the relevant consignment, equipment, packaging or other materials.

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

12. Non-disclosure and employment restriction clause

- 12.1 The parties shall have a duty to treat in confidence any confidential information which they receive from each other or any other source pursuant to the relevant agreement. Information shall be deemed to be confidential where either party notifies the other that this is the case or where this follows from the nature of that information. VDH Solar's quotations, layout plans and technical calculations shall always be confidential. This obligation shall not apply in so far as a party has a legal or professional duty to effect disclosure or where either party is exempted from its duty of non-disclosure by the other party. Customer shall impose a duty of non-disclosure as provided for in this article on any of its staff and/or other parties whom Customer engages for the purposes of executing an agreement. Unless otherwise agreed, this duty of non-disclosure shall cease to apply upon the termination of the relevant agreement. VDH Solar shall be entitled to use Customer's name for the purposes of advertising or citing it as a reference and to indicate the type of work that has been carried out for or supply which has been effected to Customer.
- 12.2 Throughout the term of an agreement and also for two (2) years following its termination, Customer shall refrain from employing any of VDH Solar's staff or allowing them to work for Customer directly, indirectly or in some other way without VDH Solar's prior written consent.

13. Applicable law and competent court of law

- 13.1 All legal relations and agreements between VDH Solar and Customer shall be governed by and construed in accordance with the law the Netherlands with the explicit exclusion of the provisions of international private law including the Vienna Sales Convention.
- 13.2 Any dispute of any nature whatsoever – which is deemed to include any that only either party considers to be one – that may arise between the parties pursuant to an Agreement or any contract concluded in accordance with it, shall be adjudicated by the District Court of Amsterdam. Nevertheless, VDH Solar shall remain entitled to bring a dispute before a court of law that enjoys jurisdiction in accordance with the law or an applicable treaty.

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