

**General terms and conditions of AmperaPark B.V. established in Enschede, KvK number 71376518**  
**Version 4, 8 June 2022**

**article 1. General**

1. These terms and conditions apply to every offer, quotation and agreement between AmperaPark B.V. and a Customer to which AmperaPark B.V. has declared these terms and conditions applicable, insofar as these terms and conditions have not been explicitly deviated from by the parties in writing.

2. These terms and conditions also apply to agreements with AmperaPark B.V., for the performance of which AmperaPark B.V. requires the involvement of third parties.

These general terms and conditions are also written for the employees of AmperaPark B.V. and its management.

The applicability of any purchase or other conditions of Customer is expressly rejected.

5. If one or more provisions in these general terms and conditions should at any time be wholly or partially void or nullified, the other provisions of these general terms and conditions will remain fully applicable. AmperaPark B.V. and Customer will then consult to agree on new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and meaning of the original provisions.

6. If any uncertainty exists as to the interpretation of one or more provisions of these general terms and conditions, they should be interpreted 'in the spirit' of these provisions.

7. If a situation arises between parties that is not provided for in these general terms and conditions, this situation should be assessed in the spirit of these general terms and conditions.

8. If AmperaPark B.V. does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that AmperaPark B.V. would to any extent lose the right to require strict compliance with the provisions of these terms and conditions in other cases.

**Article 2 Quotations and offers**

1. All quotations and offers of AmperaPark B.V. are without obligation, unless the quotation stipulates a period for acceptance. If no acceptance period is set, no rights can be derived in any way from the quotation or offer if the product to which the quotation or offer relates is no longer available in the meantime.

2. AmperaPark B.V. cannot be held to its quotations or offers if the Customer can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or clerical error.

3. The prices stated in an offer or quotation are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless otherwise stated.

4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or the offer, AmperaPark B.V. will not be bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless AmperaPark B.V. indicates otherwise.

5. A compound quotation does not oblige AmperaPark B.V. to perform part of the assignment at a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

6. All quotations and offers are subject to approval by the management of AmperaPark B.V..

**Article 3 Duration of contract; terms of execution, passing of risk, execution and amendment of contract; price increase**

1. The agreement between AmperaPark B.V. and Customer is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties explicitly agree otherwise in writing.

2. If a deadline has been agreed or given for the performance of certain work or for the delivery of certain goods, this shall never be a deadline. If a term is exceeded, the client must therefore give AmperaPark B.V. written notice of default. AmperaPark B.V. must be offered a reasonable term to still perform the agreement.

3. AmperaPark B.V. will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the then current state of knowledge.

4. AmperaPark B.V. has the right to have certain activities performed by third parties. The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.

5. If activities are performed by AmperaPark B.V. or third parties engaged by AmperaPark B.V. in the context of the assignment at the location of the client or a location designated by the client, the client will provide the facilities reasonably required by those employees free of charge.

6. Delivery takes place ex works of AmperaPark B.V.. Customer is obliged to accept the goods at the moment they are made available to him. If customer refuses to take delivery or fails to provide information or instructions necessary for delivery, AmperaPark B.V. is entitled to store the goods at the expense and risk of customer. The risk of loss, damage or depreciation will pass to the Customer at the moment goods are at the Customer's disposal.

7. AmperaPark B.V. is entitled to perform the agreement in several stages and to invoice the part thus performed separately.
8. If the agreement is performed in stages, AmperaPark B.V. may suspend the performance of those parts belonging to a subsequent stage until the Customer has approved in writing the results of the preceding stage.
9. The client will ensure that all data, which AmperaPark B.V. indicates to be necessary or which the client should reasonably understand to be necessary for the performance of the agreement, will be provided to AmperaPark B.V. in a timely manner. If the data required for the performance of the agreement are not provided to AmperaPark B.V. in time, AmperaPark B.V. has the right to suspend the performance of the agreement and/or to charge the additional costs resulting from the delay to the client according to the then usual rates. The term of execution will not start until after the Customer has provided AmperaPark B.V. with the data. AmperaPark B.V. will not be liable for damages of whatever nature, because AmperaPark B.V. has relied on incorrect and/or incomplete data provided by the Customer.
10. If during the performance of the agreement it appears that for a proper performance it is necessary to amend or supplement the agreement, parties will timely and in mutual consultation adapt the agreement. If the nature, scope or content of the agreement is changed, whether or not at the request or indication of the Client, of the competent authorities et cetera, and the agreement is thereby changed in qualitative and/or quantitative respect, this may have consequences for what was originally agreed. This may also increase or decrease the originally agreed amount. AmperaPark B.V. will give as much advance notice as possible. An amendment of the agreement may furthermore change the originally given term of execution. Customer accepts the possibility of amending the agreement, including the change in price and term of execution.
11. If the agreement is amended, including a supplement, AmperaPark B.V. is entitled to perform the agreement only after the person authorised within AmperaPark B.V. has given his approval and the client has agreed to the price and other conditions stated for the performance, including the time to be determined for the performance. Not or not immediately performing the amended agreement does not constitute default on the part of AmperaPark B.V. and is no ground for the Customer to terminate or cancel the agreement.
12. Without being in default, AmperaPark B.V. can refuse a request to change the agreement if this could have qualitative and/or quantitative consequences, for example for the work to be performed or goods to be delivered in that context.
13. If the customer should default in the proper fulfilment of what he is obliged to do towards AmperaPark B.V., the customer will be liable for all damages on the part of AmperaPark B.V. resulting directly or indirectly.
14. If AmperaPark B.V. agrees with the client on a fixed fee or fixed price, AmperaPark B.V. is nevertheless entitled to charge a fixed fee or fixed price at any time. is nevertheless at all times entitled to increase this fee or price without giving the client the right to dissolve the agreement for that reason, if the increase of the price results from a power or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages et cetera or on other grounds that were not reasonably foreseeable at the time the agreement was concluded.
15. If the price increase other than as a result of an amendment of the agreement amounts to more than 10% and takes place within three months of the conclusion of the agreement, only the client entitled to invoke title 5, section 3 of Book 6 of the Dutch Civil Code will be entitled to dissolve the agreement by means of a written statement, unless AmperaPark B. V. is then still willing to perform the agreement based on what was originally agreed upon; if the price increase results from a power or an obligation under the law resting on AmperaPark B.V.; if it has been stipulated that the delivery will take place more than three months after the conclusion of the agreement or, in case of delivery of a good, if it has been stipulated that the delivery will take place more than three months after the purchase.

#### **Article 4 Suspension, dissolution and early termination of the agreement**

1. AmperaPark B.V. is authorised to suspend the fulfilment of the obligations or to dissolve the agreement, if the Customer does not fulfil the obligations of the agreement, does not fulfil them in full or in a timely manner, after the conclusion of the agreement AmperaPark B.V. circumstances come to the knowledge of AmperaPark B.V. that give good ground to fear that the customer will not fulfil the obligations, if at the conclusion of the agreement the customer was requested to provide security for the fulfilment of his obligations under the agreement and this security is not provided or insufficient, or if due to a delay on the part of the customer AmperaPark B.V. can no longer be required to fulfil the agreement at the originally agreed conditions.
2. Furthermore, AmperaPark B.V. is authorised to dissolve the agreement if circumstances arise of such a nature that performance of the agreement is impossible or if other circumstances arise of such a nature that unaltered maintenance of the agreement cannot reasonably be required from AmperaPark B.V..
3. If the agreement is dissolved, the claims of AmperaPark B.V. against the Customer will be immediately due and payable. If AmperaPark B.V. suspends fulfilment of its obligations, it will retain its claims under the law and the agreement.
4. If AmperaPark B.V. proceeds to suspension or dissolution, it will in no way be liable to compensate for damages and costs caused in any way.
5. If the dissolution is imputable to Customer, AmperaPark B.V. will be entitled to compensation of damages, including costs, incurred directly and indirectly.
6. If the Customer fails to comply with its obligations under the agreement and this non-compliance justifies dissolution, AmperaPark B.V. will be entitled to dissolve the agreement immediately and with immediate effect, without any obligation on its part to pay any damages or compensation, while the Customer is obliged to pay damages or compensation on account of default.

7. If the agreement is terminated prematurely by AmperaPark B.V., AmperaPark B.V. will, in consultation with the client, take care of transferring any work still to be performed to third parties. This unless the termination is imputable to the Client. If the transfer of the work involves additional costs for AmperaPark B.V., these will be charged to the Client. The client is obliged to pay these costs within the term stated for this purpose, unless AmperaPark B.V. indicates otherwise.

8. In case of liquidation, of (application for) suspension of payment or bankruptcy, of attachment - if and insofar as the attachment has not been lifted within three months - at the expense of the Customer, of debt restructuring or any other circumstance due to which the Customer can no longer dispose freely of his assets, AmperaPark B.V. will be free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or compensation. The claims of AmperaPark B.V. against the customer will in that case be immediately due and payable.

9. If the Customer cancels an order placed in full or in part, the work performed and the items ordered or prepared for it, plus any supply and delivery costs thereof and the working time reserved for the execution of the agreement, will be charged in full to the Customer.

#### **Article 5 Force majeure**

1. AmperaPark B.V. is not obliged to fulfil any obligation towards the Customer if it is hindered to do so as a result of a circumstance that cannot be attributed to fault, and for which it cannot be held accountable by virtue of the law, a juristic act or generally accepted views.

2. In these general terms and conditions, force majeure means, besides what is understood in this respect in the law and jurisprudence, all external causes, foreseen or unforeseen, which AmperaPark B.V. cannot influence, but as a result of which AmperaPark B.V. is unable to fulfill its obligations. This includes strikes at the company of AmperaPark B.V. or third parties. AmperaPark B.V. is also entitled to invoke force majeure if the circumstance preventing (further) performance of the agreement occurs after AmperaPark B.V. should have fulfilled its commitment.

3. AmperaPark B.V. may suspend its obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to pay damages to the other party.

4. Insofar AmperaPark B.V. has already partially fulfilled its obligations under the agreement at the time of the commencement of force majeure or will be able to fulfil them, and independent value can be attributed to the fulfilled or still to be fulfilled part respectively, AmperaPark B.V. is entitled to invoice the fulfilled or still to be fulfilled part respectively separately. Client is obliged to pay this invoice as if it were a separate agreement.

#### **Article 6 Payment and collection costs**

1. Payment must always be made within 14 days of the invoice date, in a manner to be indicated by AmperaPark B.V. in the currency invoiced, unless otherwise indicated by AmperaPark B.V. in writing. AmperaPark B.V. is entitled to invoice periodically.

2. If Client fails to pay an invoice on time, Client will be in default by operation of law. The Client shall then owe interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall be payable. The interest on the amount due and payable will be calculated from the moment the Client is in default until the moment of payment of the amount due in full.

3. AmperaPark B.V. has the right to have the payments made by Customer go first of all to reduce the costs, then to reduce the interest falling due and finally to reduce the principal sum and the current interest. AmperaPark B.V. can, without thereby being in default, refuse an offer for payment if the Customer designates a different order for the allocation of the payment. AmperaPark B.V. may refuse full repayment of the principal sum, if said repayment does not include the accrued interest and collection costs.

4. Customer will never be entitled to set off amounts due by him to AmperaPark B.V.. Objections against the amount of an invoice do not suspend the payment obligation. Nor is the Customer who is not entitled to invoke Section 6.5.3 (Articles 231 to 247 Book 6 of the Dutch Civil Code) to suspend payment of an invoice for any other reason.

5. If the Client is in default in the (timely) fulfilment of its obligations, all reasonable costs incurred to obtain satisfaction out of court shall be borne by the Client. The default of the Customer who is a natural person not acting in the exercise of a profession or business (private customer) shall take effect after he has been reminded to pay within fourteen days after the day of reminder and payment has not been made. The reminder shall also indicate the consequences of non-payment. The extrajudicial costs will be calculated on the basis of what is customary in Dutch collection practice. However, if AmperaPark B.V. has incurred higher costs for collection that were reasonably necessary and Customer is not a natural person not acting in the exercise of a profession or business (business client), the actual costs incurred will be eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Principal. The Principal shall also owe interest on the collection costs due.

#### **Article 7 Retention of title**

1. Anything delivered by AmperaPark B.V. in the framework of the agreement AmperaPark B.V. remains property of AmperaPark B.V. until Customer has properly fulfilled all obligations under the agreement(s) concluded with AmperaPark B.V.

2. Any goods delivered by AmperaPark B.V. that are subject to retention of title pursuant to paragraph 1 may not be resold and may never be used as a means of payment. Customer is not authorised to pledge or encumber in any other way anything subject to retention of title.

3. Customer must always do all that may reasonably be expected of him to secure the property rights of AmperaPark B.V.. If third parties seize goods delivered under retention of title or wish to establish or exercise rights to them, Customer is obliged to inform AmperaPark B.V. thereof immediately. Furthermore, customer undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft, and to submit the policy of this insurance to AmperaPark B.V. for inspection at first request. In the event of any insurance payment, AmperaPark B.V. will be entitled to this money. Insofar as necessary,

Customer undertakes vis-à-vis AmperaPark B.V. in advance to render its cooperation to everything that may (appear to) be necessary or desirable in that respect.

4. In case AmperaPark B.V. wishes to exercise its property rights as indicated in this article, the customer will give unconditional and irrevocable permission in advance to AmperaPark B.V. and third parties to be appointed by AmperaPark B.V. to enter all those places where the property of AmperaPark B.V. is located and to take it back.

#### **Article 8 Guarantees, investigation and complaints, limitation period**

1. Goods to be delivered by AmperaPark B.V. meet the usual requirements and standards that can reasonably be set for them at the time of delivery and for which they are intended in the event of normal use in the Netherlands. The warranty mentioned in this article applies to goods destined for use within the Netherlands. In case of use outside the Netherlands, Customer must verify itself whether these are suitable for use there and comply with the conditions set. AmperaPark B.V. may in that case set other warranty and other conditions with respect to the goods to be delivered or work to be performed.

2. The warranty mentioned in paragraph 1 of this article applies for a period of 1 year after delivery, unless the nature of the delivered goods dictates otherwise or the parties have agreed otherwise. If the guarantee provided by AmperaPark B.V. concerns a good produced by a third party, the guarantee is limited to that provided by the producer of the good, unless stated otherwise.

3. Any form of guarantee will lapse if a defect has arisen as a result of or arising from injudicious or improper use thereof or use after the expiry date, improper storage or maintenance by the Customer and/or third parties when, without written consent of AmperaPark B.V., the Customer or third parties have made changes to the good or have tried to make changes to it, have attached to it other goods that should not have been attached to it or if these were processed or treated in a manner other than prescribed. Neither is the customer entitled to claim under guarantee if the defect originated from or is the result of circumstances beyond AmperaPark B.V.'s control, including weather conditions (such as, for example but not exclusively, extreme rainfall or temperatures) et cetera.

4. Customer is obliged to examine the delivered goods, or have them examined, immediately at the moment the goods are made available to him or the relevant activities have been performed respectively. The Customer must examine whether the quality and/or quantity of the goods delivered corresponds to what has been agreed and meets the requirements that the parties have agreed in this respect. Any visible defects must be reported to AmperaPark B.V. in writing within seven days after delivery. Any non-visible defects must be reported to AmperaPark B.V. in writing immediately, but in any case at the latest within fourteen days after discovery thereof. The report must contain as detailed a description of the defect as possible, so that AmperaPark B.V. is able to respond adequately. The Customer must give AmperaPark B.V. the opportunity to investigate a complaint (or have it investigated).

5. If the Customer complains in time, this will not suspend his payment obligation. In that case, the customer also remains obliged to purchase and pay for the other goods ordered and what he has instructed AmperaPark B.V. to do.

6. If a defect is reported later, Customer is no longer entitled to repair, replacement or compensation.

7. If it has been established that a good is defective and a claim in this respect has been filed in time, AmperaPark B.V. will replace the defective good within a reasonable period of time after having received it back, or, if returning the good is not reasonably possible, after having received a written notification regarding the defect from the customer, to be decided by AmperaPark B.V., or take care of repair of the good or pay a replacement fee to the customer. In case of replacement, the customer is obliged to return the replaced good to AmperaPark B.V. and to transfer ownership thereof to AmperaPark B.V., unless AmperaPark B.V. indicates otherwise.

8. If it is established that a complaint is unfounded, the costs thereby incurred, including research costs, on the part of AmperaPark B.V. will be borne in full by the customer.

9. After expiry of the guarantee period, all costs for repair or replacement, including administration, shipment and call-out charges, will be charged to Customer.

10. Notwithstanding the statutory limitation periods, the limitation period of all claims and defences against AmperaPark B.V. and the third parties involved by AmperaPark B.V. in the performance of an agreement is one year.

#### **Article 9 Liability**

1. If AmperaPark B.V. should be liable, this liability will be limited to what is regulated in this provision.

2. AmperaPark B.V. will not be liable for damages, of whatever nature, arising because AmperaPark B.V. has relied on incorrect and/or incomplete data provided by or on behalf of the Customer.

3. If AmperaPark B.V. should be liable for any kind of damage, its liability will be limited to a maximum of the invoice value of the order, at least that part of the order to which the liability relates.

4. The liability of AmperaPark B.V. is in any case always limited to the amount paid by its insurer in the relevant case.

5. AmperaPark B.V. is exclusively liable for direct damage.

6. Direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage in the sense of these terms and conditions, any reasonable costs incurred to have the defective performance of AmperaPark B.V. comply with the agreement, insofar as they can be attributed to AmperaPark B.V., and reasonable costs incurred to prevent or limit damage, insofar as the customer demonstrates that these costs have led to limitation of direct damage as

referred to in these general terms and conditions. AmperaPark B.V. will never be liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.

7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of AmperaPark B.V. or its executive employees.

#### **Article 10 Indemnification**

1. The Customer indemnifies AmperaPark B.V. against any claims of third parties, which suffer damages in connection with the performance of the agreement and of which the cause is attributable to others than AmperaPark B.V.. If AmperaPark B.V. should be held liable by third parties on that account, the client is obliged to assist AmperaPark B.V. both extra-judicially and judicially and immediately do all that may be expected of him in that case. Should the Customer fail to take adequate measures, AmperaPark B.V. is entitled, without notice of default, to take such measures itself. All resulting costs and damages on the part of AmperaPark B.V. and third parties will be for the account and risk of the Customer.

#### **Article 11 Intellectual property**

1. AmperaPark B.V. reserves the rights and powers to which it is entitled under the Copyright Act and other intellectual laws and regulations. AmperaPark B.V. has the right to use the knowledge gained by the performance of an agreement for other purposes as well, to the extent that no strictly confidential information of the customer is brought to the notice of third parties.

#### **Article 12 Applicable law and disputes**

1. All legal relationships to which AmperaPark B.V. is a party are exclusively governed by Dutch law, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

2. The court in the domicile of AmperaPark B.V. has exclusive jurisdiction to take cognisance of disputes, unless imperatively prescribed otherwise by law. Nevertheless, AmperaPark B.V. has the right to submit the dispute to the court having jurisdiction according to the law.

3. Parties will only appeal to court after they have made every effort to settle a dispute in mutual consultation.

#### **Article 13 Location and amendment of terms and conditions**

1. The latest version or, as the case may be, the version in force at the time the legal relationship with AmperaPark B.V. was established always applies.

2. The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.