

GENERAL TERMS AND CONDITIONS

Article 1 - Definitions

Activities:	All services provided by Redak for the Client and more specified all services regarding – amongst other things – the analysis, maintenance and repair of rotor blades, wind turbines and wind power systems.
Agreement:	Each agreement entered into between Redak and the Client, including – but not limited to – the Offer in accordance with article 3 below.
Client:	The party that commissions the Activities.
Fee:	The fee agreed between Redak and the Client as a compensation for rendering the Activities.
Final Report:	The outcome of the Activities as reported in final form by Redak to the Client.
GT&C:	These general terms and conditions of Redak dated January 2024.
Offer:	The more or less specified quotation for the Activities as Redak is intending to render on behalf of the Client as well as an indication of the corresponding costs.
Redak:	Redak Service & Maintenance B.V., a private company with limited liability incorporated under Dutch law, with its registered office in Bergen, The Netherlands and its business office at De Mossel 8 B, 1723 HZ Noord-Scharwoude, The Netherlands, registered with the commercial register of the Dutch Chamber of Commerce under number 70513384.

Article 2 - Applicability

- 2.1 These GT&C apply to all instructions for services (*opdrachten*) by the Client to Redak, as well as to all services provided by Redak on another basis. Any deviation from these GT&C must be agreed upon in writing.
- 2.2 Any Agreement to perform the Activities or other services will be concluded upon acceptance by Redak. Instructions for the Activities or services shall be accepted and carried out exclusively by Redak, regardless of any other intention. This shall also be the case if it is the explicit or implicit intention of the Client that the services be performed by a particular person. Redak may engage third parties. Redak cannot be held liable for any failure or negligence of such third party. Sections 7:404 (instruction in view of specific person) and 7:407(2) (joint and several liability multiple instructed persons) of the Dutch Civil Code (*Burgerlijk Wetboek* – the “**DCC**”) shall not apply.
- 2.3 Any GT&C used by the Client or Supplier are hereby expressly rejected by Redak. No variation of the Agreement and no additional terms shall apply, unless agreed by Redak in writing in advance.

Article 3 – Offers

- 3.1 An Offer is valid for fourteen (14) days, unless Redak explicitly stipulates a different term in the Offer. On acceptance of the Offer, an Agreement is deemed to be concluded. If the Client requests to perform (any part of) the Activities, the Client thereby accepts the Offer.

- 3.2 The intended field of use of the Activities is specified in the Agreement. Once the Agreement (including all annexes) is concluded, this contains all agreements between Redak and the Client with respect to the Activities. Modifications, additions to or deviations from the Agreement, including these GT&C, are only binding if mutually agreed in writing.
- 3.3 The Client shall use the Offer (including any modifications, additions thereto or deviations therefrom) exclusively to determine if the Client will assign the Activities to Redak. If no Agreement is concluded, Redak solely retains all rights with respect to the content of the Offer, with the exception of any processed information originating from the Client.

Article 4 – Client's obligations

- 4.1 Unless otherwise agreed in writing, the Client shall ensure that Redak has – among other things – timely:
- a. disposal over the information and approvals (such as any consent under public or private law) required for the Activities, where necessary in prior consultation with Redak;
 - b. access to the location and/or worksite where the Activities are to be performed;
 - c. the possibility to deliver, store and/or remove goods required for the Activities at the worksite;
 - d. access to connections for electric machinery, lighting, heating, gas, pressurised air and water at the worksite.
- 4.2 Electricity, gas and water shall be supplied at the Client's expense.
- 4.3 The Client warrants and guarantees that the Activities do not infringe and/or violate any intellectual property rights of any third party, and the Client indemnifies Redak against any and all claims which are made against Redak in this regard. The Client shall refund, at first written demand, to Redak all costs, damage and interest including any costs relating to conducting of legal proceedings which are the result of any infringement and/or violation.
- 4.4 Any intellectual property rights derived from the Activities shall exclusively belong to and/or vest in Redak. In the event of a disagreement between the parties about intellectual property rights in relation to the Activities (or parts of it), it will be assumed, in the absence of proof to the contrary, that the rights are vested in Redak.

Article 5 – Activities

- 5.1 Redak will use its best efforts to perform the Activities within the agreed (estimated) term. If this term is likely to be exceeded, Redak and the Client will consult each other in order to determine a new term. Redak will only be in default after the Client has demanded Redak in writing to perform one or more of its obligations under the Agreement within a reasonable term, especially taking into account the weather conditions and without deviating from article 7 and article 10 of these GT&C, and that term has expired without Redak having performed these obligations.
- 5.2 The Client warrants that Redak will be enabled to commence and effect the Activities immediately upon arrival and without interruption or hindrance. For this purpose, the Client shall, before the arrival of Redak and/or its personnel, make all the arrangements necessary -whether or not expressly agreed upon - to ensure that the Activities can commence at the agreed date and can be carried out without interruption or hindrance.
- 5.3 The Client shall take all measures prescribed by law and/or any other reasonable measures necessary for the prevention of accidents. The Client shall inform Redak at least two (2) days before commencement of the Activities in writing of the valid safety precautions. Redak is entitled to refuse or suspend the Activities if the safety of his personnel is not sufficiently guaranteed.
- 5.4 If Redak delivers a good to the Client, Redak will not provide any warranty thereon. When a good is delivered, Redak will deliver the good Ex Works 'place of applicable Redak location'. 'Ex Works' shall be interpreted in accordance with the ICC (International Chamber of Commerce) Incoterms 2020.

- 5.5 The Client shall not use any outcome of the Activities in a manner that may result in a violation of export laws and/or regulations. The Client shall indemnify Redak for claims of third parties resulting from non-compliance with export laws and/or regulations by the Client. Redak may suspend its obligations and suspend the rights of the Client until the required permit, under export laws and/or regulations, has been granted. Redak may terminate the Agreement if such permit is not granted or is not expected to be granted within a reasonable term, without having any obligations towards the Client.
- 5.6 If the Activities concerns goods which were made available by the Client, the Client shall have the responsibility for the selection, representativeness, indication codes and trademarks or product names, identification, sampling date and other relevant (legal) information regarding the goods which will be examined, including affixing visible export control classification numbers and, if necessary, provided with access instructions, storage instructions and user instructions.
- 5.7 If Redak has not received all the materials and information from the Client that are required for the performance of the Activities, Redak is not obliged to commence the performance of the Activities. If Redak receives these materials and information later than agreed, the (estimated) term for the performance of the Activities as stated in the Agreement shall be extended by at least the duration of this delay.

Article 6 – Final Report

Redak shall use reasonable endeavours to carry out the Activities. Redak will draft a Final Report and will deliver the Final Report to the Client.

Article 7 – Fees and payments

- 7.1 An ‘indicative fee’ listed in the Offer or agreed to in the Agreement is a non-binding indication of the price for the Activities, with a minimum of 8 working hours per day, excluding the expenses incurred by Redak (in consultation with the Client). The final price for the Activities (also in case there is no indicative price) shall be determined and invoiced on the basis of subsequent calculation by Redak. Redak is entitled, each time as of January 1st, to index that part of the price for the Activities not yet invoiced, in accordance with the annual adjustment of the rates used by Redak.
- 7.2 If a ‘fixed fee’ is listed in the Offer or agreed to in the Agreement, this shall be the price for the Activities, excluding the expenses incurred by Redak (in consultation with the Client). If the scope of the Activities is changed or expanded — with approval of the Client —, or in case Redak had to perform additional work because the Client did not inform Redak fully and clearly about its wishes, demands or preconditions upon entering into the Agreement, Redak shall invoice the Client for the additional costs incurred on the basis of subsequent calculation and the Client is obliged to pay these additional costs.
- 7.3 In the event of cancellation by the Client, Redak is entitled to charge the following:
- (i) fifty percent (50%) of the Fee for a cancellation within thirty six (36) hours in advance;
 - (ii) eighty percent (80%) of the Fee for a cancellation within twenty four (24) hours in advance; and
 - (iii) the full Fee (100%) for cancellations within twelve (12) hours from the start of the Activities.
- 7.4 Redak will be entitled to charge a so-called “waiting fee” for the days on which it is not possible to carry out the Activities due to the weather conditions in the Benelux region only. This waiting fee is in principle limited to two (2) consecutive days. If the bad weather conditions persist for more than two (2) consecutive days Redak will postpone the Activities and shall return when the weather improves and the Activities can be – safely – carried out.
- 7.5 Outside of the Benelux region Redak will be entitled to the Fee for the days on which it is not possible to carry out the Activities due to weather conditions. If the bad weather conditions persist for term of the Agreement and the Activities cannot be finished in the agreed term, Redak will be entitled to the full Fee. In such case the Client can request a new Offer from Redak and subsequently Redak and the Client may enter into a new Agreement.

- 7.6 Redak will at all times add – or be entitled to add – a surcharge of fifteen percent (15%) on all third-party expenses, such as – but not limited to – hiring equipment and auxiliary persons.
- 7.7 Redak may at any time require the Client to make an advanced or interim payment.
- 7.8 All amounts quoted in the Offer and/or in the Agreement are exclusive of VAT, unless explicitly stated otherwise.
- 7.9 The Client shall pay an invoice of Redak within thirty (30) days of the invoice date. Any reliance on setoff is excluded. If the Client fails to pay the invoice in time, the commercial statutory interest rate is payable on the overdue amount, as well as all reasonable costs incurred by Redak to obtain payment of its invoice. Redak remains ownership of any goods delivered or to be delivered to the Client, until the relevant invoice of Redak (and possible the commercial statutory interest rate and cost incurred to obtain payment) has been paid in full.

Article 8 – Complaints

- 8.1 In the event that the Client is of the opinion that Redak did not fulfil its obligations towards the Client sufficiently, the Client will notify Redak in writing within eight (8) days after discovery, and no later than fourteen (14) days after completing the Activities or the date of the Final Report. In order for Redak to be able to react adequately, such complaint has to be described in detail by the Client.
- 8.2 Redak will at all times be granted the opportunity by the Client to remedy/fulfil its obligations. In the event that remedying its obligations is not possible based on objective standards, Redak will only be liable within the framework of article 9 below.

Article 9 - Liability

- 9.1 Redak is only liable for direct damages which are the direct result of an attributable breach by Redak to perform its obligations under the Agreement. The total aggregate liability of Redak on any and all legal grounds, is (cumulatively) limited to the amount of the price that the Client has to pay under article 7 above.
- 9.2 In addition to clause 9.1 above, Redak is not liable for any damages suffered by the Client:
- a. arising as a result of the application or use of any outcome of the Activities;
 - b. resulting from defects in goods supplied to Redak, including – but not limited to – software, and that are (re-)supplied by Redak to the Client, unless and insofar as the initial supplier has fully compensated Redak for such damages.
- 9.3 The above limitations of liability shall not apply in the event of wilful intent or gross negligence of Redak.
- 9.4 The Client shall indemnify Redak in full against any claims of third parties for damages which result from application or use of any outcome of the Activities by the Client or by any third party to whom the Client has made such outcome of the Commission available, unless such outcome was the result of wilful intent or gross negligence of Redak.
- 9.5 Redak is not bound by any restrictions of the Client (resulting from the Agreement or otherwise) that serve to limit the liability of the Client wholly or partly.
- 9.6 The Client is obliged to file any claims against Redak by means of a written and substantiated notice to Redak as soon as possible, but in any case before the first annual anniversary of the date of delivery of the Final Report. Claims lodged after that date, will automatically lapse.

Article 10 - Force Majeure

- 10.1 Redak shall not be liable for failure to perform or delay in performing any obligation towards the Client if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to, the weather conditions, the loss of data due to computer hindrance, virus infection, computer hacking by third parties, damage of machines, staff illness, late delivery, unsuitability of items required for the performance of the Activities or other calamities preventing and limiting Redak from the Activities.
- 10.2 In the event the circumstances beyond one's control prevent Redak to fulfil its obligations, Redak shall be entitled – in addition to Redak's rights under *inter alia* article 7 of these GT&C – to postpone its activities or to deem the contract between the parties dissolved, this without judicial intervention and without any obligation on the part of Redak to pay any damages.
- 10.3 In the event that such delay or failure as meant in this article occurs and Redak already fulfilled a significant part of its obligations towards the Client, and Client will be able to use this fulfilled part of the activities, Redak will be entitled to charge the Activities separately. In that event Client is obliged to pay the invoice to Redak.

Article 11 – Confidentiality

- 11.1 The parties may not divulge in any way whatever any information that comes to their attention in the course of performing the Activities and/or the Agreement and that they know or may reasonably be assumed to know is confidential, except in so far as they are obliged to divulge such information under a statutory regulation or court ruling.
- 11.2 The parties will impose the same duty of secrecy as is provided for in clause 11.1 above on their staff.

Article 12 - Termination

- 12.1 The Agreement shall continue for an indefinite period and terminates upon full payment of the price as described in article 7 of these GT&C. The Agreement shall terminate by operation of law and without an obligation for Redak to pay damages, if:
- a. the Client is declared bankrupt or the Client has filed a bankruptcy petition;
 - b. the Client is granted (temporary) suspension of payment or the Client has applied for a suspension of payments;
 - c. the Client's business is liquidated or wound up, or
 - d. prejudgment or executory attachment is levied on substantial part of the Client's tangible and/or intangible assets or other goods.
- 12.2 If the Agreement terminates in any way, the provisions and obligations that are intended to survive the termination, shall continue to apply in full, such as the provisions and obligations in respect of liability, right of use, confidentiality, governing law and choice of forum.

Article 13 - No assignment

Client is not allowed to assign, transfer or delegate any rights or obligations under this Agreement without the prior written consent of Redak.

Article 14 – Governing Law and Jurisdiction

- 14.1 In the event that any article or part thereof of these GT&C would be deemed null and void or nullified, the remaining articles of these GT&C shall remain in full force.
- 14.2 The legal relationship between Client and Redak shall be governed and construed in accordance with Dutch law. All disputes that may arise out of or in connection with the Agreement, the Offer and/or these GT&C shall be exclusively settled by the competent court in Amsterdam, The Netherlands.