

GENERAL TERMS AND CONDITIONS SERVICE WORK 2021

1. GENERAL

These following General Terms and Conditions - Service Work (2021) shall, unless otherwise agreed in writing, apply to all service work performed ("Service Work") by any authorized member or representative of Grunnergy Energy Expertise B.V. (the "Contractor") to a customer (the "Customer").

2. PERFORMANCE AND ACCEPTANCE OF WORK

2.1 Customer shall be deemed to have accepted the Service Work performed by Contractor as being in accordance with the Contract unless Customer has notified Contractor of any non-conformity within three (3) days following the last day on which the Service Work was performed.

2.3 Contractor has a right to suspend the performance of its obligations under the Contract if it is reasonably clear from the circumstances that Customer will not be able to perform its obligations as stated in the Contract.

3. COMPENSATION, PAYMENT AND OWNERSHIP

3.1 If not expressly agreed otherwise in writing, the Contract's price is based on the Service Work performed during normal working hours. Customer will be charged a daily allowance for each of Contractors personnel based on the number of working days from the date of departure of such personnel until their return to contractor's office or home. Unless otherwise agreed in writing rates and overtime conditions as mentioned Service Rates 2021 are valid. Any waiting and/or stand-by time for which Contractor is not responsible shall be charged to Customer as normal working time. Time spent by Contractors personnel travelling to and from Contractors office, the work site and Customer-provided lodging shall be for Customers account.

3.2 All reasonable travel expenses incurred in connection with the Contract shall be for the account of Customer.

3.3 In the event of any illness or accident affecting any of Contractors personnel, whether during the performance of Service Work or otherwise, necessitating medical attention or hospital treatment, Customer shall ensure that the best and appropriate medical facilities and medications are made available to Contractors personnel.

3.4 Unless otherwise agreed, payment shall be made by bank remittance in the currency and to the bank account set forth in the invoice within thirty (30) days following the date of the invoice. Customer shall pay interest on overdue payments from the maturity date until the actual date of payment at the rate of one and one quarter percent (1.25%) per month, compounded annually.

4. WARRANTY

4.1 Contractor shall repair or re-perform, in whole or in part, at its sole discretion, any defective Service Work which appears during the warranty period.

Customer shall immediately take appropriate steps to prevent any defect from becoming more serious, and all warranty claims with respect to this warranty shall be made in writing without delay and not later than fourteen (14) days following discovery of such defect during the warranty period. Re-performance under this warranty will be made in accordance with the original Contract delivery terms.

4.2 The warranty period for the Service Work begins on the date of delivery and ends six (6) months from the last day of performance of the applicable Service Work. The warranty period in respect of Service Work which has been re-performed under the warranty shall expire six (6) months following the last day on which the Service Work was re-performed under the warranty and shall be subject to the same terms, conditions and limitations of liability as those applicable to the originally performed Service Work.

4.3 Contractor shall not be liable for any defect due to or arising in connection with any materials, components or tools provided by Customer.

5. LIABILITY

5.1 In no event shall the contractor be liable for any indirect or consequential damages caused by unavailability of the equipment or the facility, shutdowns or other loss of profits and revenue.

5.2 Notwithstanding any other provision of the contract, in no event shall the contractors aggregate liability to customer under this contract, whether in contract or any other legal theory or equity, exceed 100 percent (100%) of the contract price.

5.3 Contractor shall not be liable for any work carried out the Customer or by any third party, even though carried out with assistance of Contractors personnel.

6. INSURANCE

Each of Contractor and Customer shall at its own cost provide for and maintain comprehensive insurance coverage protect its own property and personnel.

7. FORCE MAJEURE

7.1 Neither Contractor nor Customer shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, caused by or arising from an event of force majeure, which includes without limitation natural disasters, (civil) wars and riots, hostilities, public disorder, acts of terrorism and severe threat of terrorism, fire, flood, accidents, strikes, failure of a subcontractor to provide manpower or materials, epidemics, unusually severe weather or causes beyond their control.

7.2 If the Service Work cannot be commenced as agreed due to reasons attributable to Customer or is interrupted by Force Majeure or for other reasons not attributable to Contractor, the costs for maintaining personnel at or near the work site (including wages and lodging) will be borne by Customer.

Date 01.01.2021

Validity: From January 1st, 2021, until further notice

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8. ENVIRONMENTAL, HEALTH AND SAFETY RESPONSIBILITIES

8.1 Customer shall maintain safe working conditions at the work site.

8.2 Customer shall timely advise Contractor of all health, safety, security and environmental requirements procedures and instructions applicable at the work site.

8.3 If, in Contractors reasonable opinion, the health, safety, or security of personnel or the work site is, or is apt to be, imperilled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials or unsafe working conditions, Contractor and his representatives have the same responsibility and authority as Customer to stop the Service Work.

8.4 Operation of Customers equipment is the responsibility of Customer.

8.5 Contractor has no responsibility or liability for the pre-existing condition of Customers equipment or the work site.

9. DUTIES, TAXES AND FEES

Customer shall pay, where applicable, all duties, withholding and other taxes, customs fees and charges and all charges and fees by a classification or inspection society.

10. EXPORT CONTROLS AND TRADE SANCTIONS

10.1 The parties agree that the Service Work shall be provided subject to all applicable export controls, sanctions or restrictions imposed on services by any country or organization or nation which are enforceable in the jurisdiction of the Contractor.

10.2 Upon request by Contractor, Customer shall furnish Contractor with all the relevant certificates relating to export control laws, regulations, sanctions and restrictions.

10.3 Contractor has no liability resulting from any delay, cancellation or amendment of the Service Work resulting from export controls, sanctions or other applicable restrictive measures.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Neither party shall copy or disclose to a third party any document or data provided by the other party without the prior written consent of the other party or use them for purposes other than those for which they were provided.

12. GOVERNING LAW AND ARBITRATION

The Contract shall be governed by and interpreted in accordance with the Dutch laws.

Any controversy, claim or dispute between the parties hereto arising out of or related to this Contract shall be submitted to the Netherlands Arbitration Institute at Amsterdam, the Netherlands.

13. ENTIRE AGREEMENT

These Conditions, plus the additional agreed upon terms of the Contract (relating only to price, time and location for performance, and technical specifications and scope of Service Work to be performed) executed in writing by Contractor and Customer contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter.