



kenter

**PRODUCT TERMS AND
CONDITIONS FOR
PURCHASING AND
ONE-OFF WORK
KENTER B.V.**

2020

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1 Definitions

In so far as they are not described in the Kenter B.V. General Terms and Conditions, the capitalised terms used in these Product Conditions shall have the following meanings:

General Terms and Conditions

The Kenter B.V. General Terms and Conditions, as amended from time to time.

Product Terms and Conditions

These Product Terms and Conditions for purchasing and one-off (project) work by Kenter, as amended from time to time.

Purchasing

An Agreement as referred to in Article 7:1 of the Dutch Civil Code under which Kenter undertakes to deliver a good to the Client at a price to be paid by the Client.

2 Applicability

2.1

In addition to the General Terms and Conditions, these Product Terms and Conditions shall apply to and form an integral part of all Offers and Agreements, including amendments thereto and supplements thereto, relating to the performance by Kenter of one-off Work, including work in the context of projects and the delivery of Products in order to fulfil the obligations in the Agreement.

3 Agreement and termination

3.1

Contrary to the provisions of Article 4.1 of the General Terms and Conditions, the Agreement for one-off work shall not come into effect until the moment that Kenter confirms in writing the Agreement that was concluded with the Client in accordance with the manner referred to in Article 4.1 of the General Terms and Conditions.

3.2

If the Client wishes to terminate the Agreement, Client must notify Kenter of this in writing. In the event of termination prior to or during the performance of the Work, Kenter shall be entitled to the total amount specified in the quotation,

increased by the costs incurred by Kenter as a result of the non-completion and reduced by the costs saved as a result of the termination. Kenter shall send the Client a specified final invoice for the amount owed by the Client in connection with the termination.

4 Work

4.1 Commencement and execution

4.1.1

In connection with the Work to be carried out by Kenter, any necessary preparatory and/or related activities, including excavation, foundation, demolition, hacking, masonry, plastering, concrete, carpentry, painting and plumbing work, soil remediation, removal of asbestos, removal of contaminated soil and street work, are not part of the Work. The Client guarantees that this work will be carried out in a correct and timely manner by it or third parties at its own expense and risk, and that Kenter will not be hindered in any way during the execution of the Work.

4.1.2

The Client shall bear the risk of damage to and loss of materials, parts, goods or tools supplied by Kenter for the purpose of the Work at the location where the Work is performed.

4.1.3

Unless agreed otherwise, the Client will provide the energy supply for the Work at its own expense, including timely requests for the correct connection to the public grid of the relevant grid operator or to a closed distribution system. Both the costs of the energy consumed for the purposes of the Work and the connection costs are at the expense of the Client. The same applies to the other utilities necessary for the Work.

4.1.4

If, after completion of the one-off Work, Kenter also performs periodical services with regard to the Infrastructure, Kenter shall not commence operation until the Agreement(s) for periodical services have come into effect in accordance with the manner specified in Article 4.1 of the General Terms and Conditions.

4.2. Location

4.2.1

The Client is responsible for the condition of the site and the buildings and facilities on it where the Work will be carried out. The Client is responsible for removing and remedying all circumstances and situations that (may) impede the performance of the Work at the location. The Client is obliged to inform Kenter of such circumstances and situations as soon as possible and must warn Kenter promptly in case of any danger or potential danger.

4.2.2

For the purposes of the Work, the Client shall make a location available free of charge that meets the requirements set by Kenter. All costs relating to the set-up of and changes to this location, as well as the positioning and construction for the Work at the location, are for the account of the Client.

4.2.3

The Client shall ensure that the location is easily accessible according to Kenter's opinion. If requested, the Client shall, at its own expense, cooperate in removing any obstacles and hindrances identified by Kenter.

4.3 Additional work, less work and unforeseen circumstances

4.3.1

Kenter shall be entitled to increase the agreed fee for the Work in the event of any additional work, if the Client has agreed to this additional work. In the event that a reduction in work is identified, the extent of such reduction shall be determined by mutual agreement between the parties. The Client is solely responsible for any delays in the delivery periods mentioned in the Agreement.

4.3.2

If, during the execution of the Work, it appears that (the technical realisation of) the Product must be modified as a result of unforeseen circumstances, Kenter has the right to charge the expenses related to such changes to the Client. In the event of any major modifications and substantial additional costs, Kenter shall inform the Client thereof in advance. In that case, the Client has the right to reject the proposed modification. The parties shall in that case make every effort to reach agreement on how to deal with the unforeseen circumstances necessitating modification of the Product.

4.4 Insurance

With regard to Kenter's Work, the Client is obliged to take out and maintain a CAR insurance policy or

one or more similar standard insurance policies that include Kenter and the auxiliaries engaged by Kenter as co-insured parties. The Client must send Kenter written proof of the insurance(s) taken out. If, in the event of any damage, both Kenter's insurance policy and the Client's insurance policy provide cover, the Client must first claim this damage under its own insurance policy.

4.5 Completion

4.5.1

The Product shall be deemed completed in one of the following circumstances:

- a. The Client has approved the Product in whole or in part;
- b. The Client has put the Product into use in whole or in part; and/or
- c. Kenter has informed the Client in writing that the Product has been completed and the Client fails to notify Kenter within twenty-one (21) days that the Product has not been approved.

4.5.2

The Client shall not withhold its approval of the Product on the grounds of any minor defects that can be repaired by Kenter within one month and which do not prevent the Client from putting the Product into use.

4.5.3

The Client is authorised to verify via inspections whether the Work and/or the Product meets the requirements set out in the Agreement. The costs of such an inspection shall be borne by the Client.

4.5.4

If the Client does not approve the Product, Kenter must be notified of this by registered letter, stating the reasons. The Client shall give Kenter the opportunity to redeliver the rejected parts of the Product.

5 Purchasing

5.1 Delivery

5.1.1

The place of delivery shall be the address given by the Client. If no address is given, the goods will be delivered to the business address(es) of the Client(s).

5.1.2

The risk of any loss, damage or loss in value shall transfer to the Client as soon as the Client acquires possession of the delivered goods.

6 Retention of title

6.1

Without prejudice to the provisions of Article 5.1.2, all items delivered by Kenter to the Client shall remain the property of Kenter until the Client has fulfilled all obligations under the Agreement.

6.2

As long as the retention of title as referred to in the previous paragraph applies, the Client is not permitted to encumber the goods with a right in rem or in any other way.

6.3

The Client undertakes to insure the delivered goods under retention of title and to keep them insured against damage (as a result of fire, explosion, water, etc.) and theft. As long as the retention of title applies, Kenter shall be entitled to the insurance payments made by the insurer.

6.4

If Kenter wishes to exercise its right of ownership, the Client shall grant Kenter access to its premises and the goods, and the Client shall provide Kenter with all necessary cooperation in this respect.

7 Rates, fees and payment

7.1

Unless stipulated otherwise in the Agreement, payment of the agreed total sum for the one-off Work shall be as follows:

- a. 20% of the total sum must be paid immediately after conclusion of the Agreement;
- b. 70% of the total sum must be paid at the start of the Work; and
- c. the remaining 10% of the total sum must be paid immediately after completion.

8 Final provisions

8.1

The applicability of the Vienna Sales Convention is excluded.

8.2

These Product Terms and Conditions have come into force on 1 January 2020 and can be cited as

"Product Terms and Conditions for Purchase and One-off (project) activities Kenter B.V. 2020".

8.3

These Product Terms and Conditions are published on www.kenter.nu.
