



kenter

**PRODUCT TERMS
AND CONDITIONS
PERIODIC SERVICES
FOR INFRASTRUCTURE
KENTER B.V.**

2020

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1 Definitions

1.1

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.

Person responsible for electrical installations

The responsibility pursuant to the Dutch Occupational Health and Safety Act of a person designated as directly responsible for the safe operation of the electrical installation and the safety of the electrical work equipment.

Installation Responsibility

The responsibility for complying with and guaranteeing the obligations and requirements of the person responsible for electrical installations as referred to in Article 5 of these Product Terms and Conditions.

Product Terms and Conditions

These Product Terms and Conditions periodic services for infrastructure Kenter B.V., as amended from time to time.

2 Applicability

2.1

In addition to the General Terms and Conditions, these Product Terms and Conditions 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 periodic services and/or Work for and/or related to the lease and maintenance of Infrastructure.

3 Duration and termination

3.1

Unless otherwise agreed, the Agreement is entered into for an indefinite period of time.

3.2

Parties may terminate the Agreement by giving six (6) months written notice to the other party.

4 Performance of the Agreement

4.1

The costs associated with replacing the Infrastructure or parts thereof shall be borne by the Client, unless the Client leases the Infrastructure from Kenter.

4.2

If necessary for the execution of Work, the Client will allow the installation to be temporarily taken out of operation. Kenter will strive for the shortest possible interruption.

4.3

If the Client requires the use of an emergency facility such as generators for the performance of Work by Kenter, the Client shall notify Kenter of this prior to the work. The costs associated with the use of an emergency facility shall be borne by the Client.

5 Installation Responsibility

5.1

If and to the extent that the Installation Responsibility for the Infrastructure referred to in the Agreement that belongs to the Client has been transferred by the Client to Kenter, the latter shall exercise this responsibility in accordance with the applicable safety standards and statutory regulations.

5.2

Kenter shall not be deemed to have accepted the Installation Responsibility until Kenter has confirmed this in writing to the Client. The Client shall provide Kenter with all data relevant in connection with the Installation Responsibility, including (malfunction-related) information, reports and documents regarding the Infrastructure. The Client guarantees the completeness and correctness of the information in question.

5.3

Kenter may impose conditions for the exercise of Installation Responsibility. If, in the opinion of Kenter, the Infrastructure needs to be adapted or the job responsibilities need to be expanded or changed in order to continue to meet the obligations concerning the Installation Responsibility, Kenter shall be entitled to adjust the Agreement accordingly. Kenter shall inform the Client about this adjustment. Any costs of adjustments or maintenance of the Client's installation(s) deemed necessary by Kenter shall be borne by the Client.

5.4

If all or part of the Installation Responsibility for the Client's Infrastructure is exercised by the Client or a third party engaged by the Client, the Client guarantees that it or the third party in question will always comply with the applicable safety standards and statutory regulations.

6 Malfunctions

6.1

Malfunctions of the Leased Infrastructure and/or the Infrastructure for which Kenter exercises Installation Responsibility must be reported by the Client to Kenter via the emergency helpline number within twelve (12) hours after the malfunction has been noticed.

6.2

In the event of a malfunction, Kenter shall make every effort to arrive within the agreed response time to remedy the malfunction. If breakdowns occur simultaneously at several of Kenter's clients, Kenter shall be entitled to apply its priority policy.

6.3

The costs of repairing and/or removing a malfunction and the costs of an emergency provision to maintain the energy supply during a malfunction are at the expense of the Client. If the Client leases Infrastructure from Kenter, the provisions of Article 8.2 and Article 8.3 shall apply.

6.4

If, as a result of a (malfunction) notification, it is determined that the cause of the malfunction is not attributable to the Leased Infrastructure and/or the Infrastructure for which Kenter exercises Installation Responsibility, the call-out fees and other costs incurred by Kenter shall be borne by the Client.

6.5

Client is obliged to cooperate free of charge in solving malfunctions.

7 Fees, rates and payment

7.1

As soon as Kenter delivers the Leased Infrastructure to the location or makes it available, the Client owes Kenter the fees for the lease. The fees for the services, including maintenance of the Infrastructure, are payable by the Client as soon as the Infrastructure is ready for operation.

7.2

If Kenter needs to carry out work that is not covered under the Agreement, the costs for the additional work shall be charged at the rates and conditions applicable at the time of the execution. If possible, Kenter shall inform the Client in advance of the additional work.

7.3

Additional work resulting from necessary (extra) work may be carried out directly, without the Client having to give consent, up to an amount of 1,500.00 euros. If the costs are higher, the Client's prior consent or assignment is required.

I Additional lease provisions

In the event that Infrastructure is leased from Kenter (Leased Infrastructure), the provisions of Articles 8 to 14 shall apply in addition to Articles 1 to 7.

8 Installation responsibility and malfunctions

8.1

Kenter exercises the Installation Responsibility, as referred to in Article 5.1, for the Leased Infrastructure.

8.2

The costs of repairing and remedying the malfunction(s) of the Leased Infrastructure shall be borne by Kenter, unless the malfunction in question is attributable to an activity of the Client, in which case those costs shall be borne by the Client.

8.3

The costs of an emergency provision to maintain the energy supply during a failure will be borne by the Client.

9 Property

9.1

The Leased Infrastructure is and remains the property of Kenter.

9.2

Without the permission of Kenter, the Client may not sublease the Leased Infrastructure or otherwise make it available to third parties.

9.3

Without Kenter's permission, the Leased Infrastructure may not be encumbered with a right of mortgage, right of lien or otherwise provided as security to third parties. Also, the Leased Infrastructure may not be encumbered with a personal right or a right in rem without Kenter's permission.

9.4

At the request of Kenter, the Client shall provide all cooperation (free of charge) to establish the rights in rem desired by Kenter, including building and planting rights for the Leased Infrastructure or an easement to grant access. The rights in rem shall be agreed in accordance with Kenter's standard terms and conditions, with the costs of establishing them being borne by the Client.

9.5

If the Leased Infrastructure is destroyed as a result of circumstances for which the Client should have taken out insurance pursuant to the provisions of Article 13 paragraph 1 and the Client has failed to do so, Client must reimburse the Leased Infrastructure to Kenter at its replacement value.

10 Location

10.1

The Client shall make a location available for the Leased Infrastructure that meets the requirements set by the Kenter. All costs in connection with the set-up and adaptation of this location, as well as the placement and construction of the Work at the location, are at the expense of the Client.

10.2

If a party other than the Client is the owner of the location as referred to in the previous paragraph, the Client guarantees that the owner will agree and lend its unconditional cooperation to the establishment of the rights (in rem or otherwise) required by Kenter as referred to in Article 9.4. Upon request, the Client shall provide written proof of the aforementioned consent or cooperation.

11 Client's obligations

11.1

The Client is obliged or guarantees that:

- a. the Leased Infrastructure will be handled with care and the Leased Infrastructure will be used in accordance with the

- b. nature, purpose and technical features of the Leased Infrastructure;
measures will be taken or permitted (at Kenter's first request) to protect the Leased Infrastructure from overloading in order to prevent breakdowns and maintain the life of the Leased Infrastructure;
- c. the Leased Infrastructure will not be loaded beyond the nominal load in accordance with the applicable standards, to be corrected for the place of installation;
- d. the installation will be selectively secured with regard to the Leased Infrastructure of Kenter.

11.2

The Client or any third parties engaged by the Client is/are not permitted to perform any operating activities with regard to the Leased Infrastructure or work on the Leased Infrastructure.

12 Removing, relocating, changing and replacing

12.1

The Client is not permitted to remove, relocate, replace or make any changes to the Leased Infrastructure without the consent of Kenter.

12.2

If, during the term of the Agreement, the Leased Infrastructure is removed, relocated, replaced or modified at the request of the Client, the costs thereof shall be borne by the Client. To the extent that the changes also entail changes in the fee payable, these changed fees shall apply for the remaining term of the Agreement.

12.3

If, upon termination of the Agreement, the Leased Infrastructure has to be removed, the associated one-off costs will be for the account of the Client. The costs of securing the installation and the measures required for this purpose are also for the account of the Client.

12.4

Upon termination of the Agreement, the Client is obliged to provide the Leased Infrastructure to Kenter in good condition.

13 Insurance

13.1

During the term of the Agreement, the Client is obliged to insure the Leased Infrastructure at replacement value against risks such as theft and fire. In this respect, the Client shall agree with the insurer on behalf of Kenter that Kenter shall be deemed to be a co-insured in respect of any property Kenter places at the Client. Kenter may require written proof of this insurance.

II Final provisions

14 Final provisions

14.1

These Product Terms and Conditions have come into force on 1 January 2020 and may be cited as "Product Terms and Conditions periodic services for infrastructure Kenter B.V. 2020".

14.2

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