



General conditions for preventive and corrective maintenance (part B)

Version September 2022

Article I General

1. The following terms have the following meanings:
 - a. Contractor: NPS Driven B.V., registered with the Chamber of Commerce in the Netherlands under number 09175819, or its successor, also trading under the name Zenoro.
 - b. Client: the party to whom the offer and/or order confirmation of the Contractor is directed.
 - c. Contract: the agreement(s) between the parties in relation to the work to be carried out or carried out by the Contractor.
 - d. Installation: the specific installation which is the object of the work.
 - e. Wearing parts: the parts of the installation that will need to be replaced in connection with the preventive maintenance.
 - f. Preventive maintenance (maintenance and reconditioning work): is carried out on the dates or at the regular intervals as specified in the contract. Unless otherwise agreed, preventive maintenance shall comprise:
 - the checking of the condition of installation;
 - testing for correct operation;
 - modifications;
 - the provision of spare parts;
 - the replacement of wearing parts;
 - cleaning, and insofar as necessary, lubrication.
 - g. Defective parts: those parts of the installation that will need to be replaced during the corrective maintenance.
 - h. Corrective maintenance (maintenance and repair work): is carried out in order to resolve operating defects in the installation. This must take place as quickly as possible, or within the period agreed in the contract. Unless otherwise agreed, corrective maintenance shall comprise:
 - identifying the cause of the breakdown;
 - resolving the defect;
 - the provision of spare parts
 - the replacement of defective parts;
 - testing for correct operation.
2. These general conditions are part of all and apply to all offers, orders and agreements for the supply of maintenance services by the Contractor. All the provisions of these conditions shall be in force between the parties, insofar as such have not been explicitly departed from by both in writing. Any reference by the Client to its own purchase, contracting, or other (general) conditions is expressly rejected by the Contractor (in advance).
3. If one or more provisions of these general conditions shall be found, by a court with jurisdiction, to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any of the remaining provisions. The Client and the Contractor will then attempt to substitute any illegal, invalid or unenforceable provision for a legal, valid or enforceable provision that achieves to the greatest extent possible the objectives of the illegal, invalid or unenforceable provision.
4. In the event of an incompatibility between any of the provisions of these general conditions, the most binding provision for the Client shall prevail.

5. These general conditions are drawn up in the Dutch and English language. In case of any discrepancies between these versions, the version in Dutch shall prevail.

Article II Offer

1. All offers issued by the Contractor are without obligation.
2. All offers are based on implementation of the agreement by the Contractor under normal circumstances and during normal working hours.

Article III Agreement

1. If the Client determines the level of the services to be performed and which parts have to be renewed, and such in the opinion of the Contractor offers insufficient guarantee with regard to the result of the work to be performed, the Contractor may in that case refuse to carry out this maintenance without being obliged to pay any compensation and without prejudice to the further rights accorded to it.
2. The Contractor shall draw up a written report, unless otherwise agreed, with details of its findings and the action(s) taken. The Contractor will issue the Client with a copy of the report for each occasion that it performs maintenance activities.
3. Unless otherwise agreed, the Contractor and the Client will only use original parts, or parts of equivalent quality, for the maintenance and the daily care of the installation.
4. The Client is responsible for any necessary daily care of the installation. The Client shall keep a logbook in relation to the operation and the care of the installation.
5. Notwithstanding the application of article VI, paragraph 3, the Client shall not perform maintenance itself, or have such maintenance carried out by third parties, which under the contract is to be carried out by the Contractor, without the prior written permission of the Contractor. If the Client nonetheless does such, the responsibility of the Contractor for any maintenance already carried out shall automatically expire.
6. The Client shall notify the Contractor as quickly as possible in writing about any changes to the installation, in the operation of the installation, or about any other action taken by the Client that might affect the obligations of the Contractor under the contract. If such changes or actions have a significant effect on the obligations of the Contractor, and the parties do not succeed in changing the contract in that respect, the Contractor can terminate the contract in writing, partially or in whole, such with immediate effect. In the event of such termination the Contractor can moreover claim the compensation provided for under article XII.
7. Unless otherwise agreed, the term of the contract shall be one year. This term shall be repeatedly tacitly renewed for a period of one year, unless the contract is terminated at least 3 months before the end of the ongoing contract period. The tariff for preventive maintenance can be increased by the Contractor and/or can be subject to indexation.
8. The parties may not transfer the contract to a third party. The Contractor can, however, at its own discretion, assign any maintenance to one or more third parties. The Client shall be notified of the identity of third parties.

Any such subcontracting shall not effect the contractual obligations of the parties.

9. Agreements with Contractor that qualify as contracts within the meaning of Article 7:400 of the Dutch Civil Code are solely accepted and executed by Contractor to the exclusion of Articles 7:404, 7:407(2), 7:408(1) and 7:409 of the Dutch Civil Code.
10. Agreements with Contractor that qualify as contracting of work within the meaning of Article 7:750 of the Dutch Civil Code are solely accepted and executed by Contractor to the exclusion of Articles 7:752(2), 7:752(3), 7:753(3), 7:754, 7:755, 7:756(1), 7:757(2), 7:760(1), 7:761(2), 7:761(4) and 7:764(1) of the Dutch Civil Code.
11. These general conditions are drawn up partly for persons involved in the execution of the agreements with Contractor and/or persons that have any liability in that regard.
12. The Client is deemed to have issued the order to third parties deployed by Contractor on its behalf. In the deployment of third parties on behalf of the Client, Contractor is authorised to accept a limitation of liability.
13. The application of Article 6:76 of the Dutch Civil Code is excluded.

Article IV Price

1. The tariff(s) for maintenance services by the Contractor will be quoted in the contract between the Client and the Contractor.
2. Unless otherwise agreed, corrective maintenance shall be carried out by the Contractor on the basis of subsequent calculation.
3. At the request of the Client, the Contractor can provide a price estimate for corrective maintenance, after it has identified the defect but before it starts any other work. The estimate is not binding. If the Client decides after receipt of the estimate not to have the maintenance carried out, it will nonetheless pay the Contractor for the work already carried out.
4. If personnel of the Contractor have to work outside of normal working hours, or have to wait as a result of circumstances attributable to the Client, the relevant (additional) costs shall be charged for separately at the tariffs applied by the Contractor at that time.
5. If, after the effective date of the contract, one or more of the cost price factors are subject to an increase - even if this occurs as a result of foreseeable circumstances - the Contractor is entitled to raise the agreed prices and tariffs accordingly.

Article V Technical information, documentation, etc.

1. The Client shall make available all technical documentation (such as up-to-date drawings, descriptions, diagrams, and instructions) necessary for the performance of the agreed maintenance. The Client will moreover make the logbook referred to in article III, paragraph 4, available.

Article VI Delivery time and delays

1. Unless fixed dates are specified in the contract for preventive maintenance, the Contractor shall notify the Client timely in advance of the date on which preventive maintenance shall be carried out.
2. The Client shall notify the Contractor immediately if it cannot allow the maintenance to take place on the agreed, or the notified, date. Regardless of the cause of such a delay, the Client shall compensate the

Contractor for all the extra costs incurred as a result of this postponement.

3. If the Contractor does not carry out the maintenance at the agreed or notified time, and such a delay is - only - attributable to the Contractor, the following shall apply:
 - For delayed preventive maintenance, the Client shall set a final deadline by which the Contractor must have carried out the maintenance. If the Contractor does not manage to do this, the Client can perform the maintenance itself after written permission has been given by the Contractor. The third party who may carry out the maintenance shall be designated by the Contractor in consultation with the Client.
 - For delayed corrective maintenance, the Client can perform the maintenance itself after it has notified the Contractor of such in writing. The third party who may carry out a necessary repair will be designated by the Contractor.
4. Notwithstanding the application of this article, the Client shall not be entitled to any claim and/or compensation whatsoever in connection with delays on the side of the Contractor.

Article VII Delivery of services & working conditions

1. If the services are carried out in the workplace of the Contractor, in addition to all the costs associated with such, all transport and other costs incurred outside the Contractor's site and all risks in relation to the transport shall be for the account of the Client.
2. If the services are carried out onsite where the object is situated, the Client must:
 - a. Ensure that the Contractor has access to the installation on the agreed or notified date for the maintenance. Unless otherwise agreed, the maintenance shall take place during the normal working hours of the Contractor;
 - b. Ensure that the work can be carried out in a space that is sufficiently protected from the influence of the weather, which is clean and where there is sufficient light and if necessary water present; this space must be capable of being locked;
 - c. Ensure that fitters, other workers of the Contractor, or its subContractors can commence work immediately upon arrival at the site and can continue to work undisturbed;
 - d. Take responsibility for all costs which arise if workers of the Contractor or its subContractor cannot commence work immediately upon arrival or are forced, for no fault of their own, to interrupt the work or have to continue the work outside normal working hours;
 - e. Grant all help that can be reasonable required and to make available electrical energy, fuel, water, etc. as well as mounting, lifting, hoisting and transport equipment;
 - f. Make available assistance at the first request of the Contractor free of charge;
 - g. Pay for all the costs of activities such as the dismantling of pipelines, discharge pipes, steps, landings, etc., which are necessary for implementing the work properly and the assembly and installation of these again after the repair;
 - h. Take all necessary safety and precautionary measures and maintain these and take measures and maintain these so as to comply with the applicable government regulations with regard to the agreed work;

- i. Ensure that the personnel of the Contractor are informed of all safety regulations applicable at the location where the maintenance is carried out;
 - j. Take out insurance to the Contractor's satisfaction, and to have this insurance continue at least for the duration of the work to be carried out, against every form of damage arising as a result of accident and fire caused during the preparation and implementation of the work.
3. If the Contractor, as a result of not being given enough time by the Client to perform the work, or for other reasons for which the Contractor cannot be blamed, is forced to take on employees of the Client, it can reject responsibility for the result of the services performed.
 4. Costs arising as a result of the non-fulfilment by the Client of the conditions detailed in this article shall be paid for by the Client.

Article VIII Invoicing and payment

1. Unless otherwise agreed in writing, payment of the invoice amount must be made within 30 days after the invoice date.
2. Unless otherwise agreed in writing, all payments by the Client are to be made without any (form of) deduction or discount, and/or suspension, and/or set-off, and in a timely manner upon receipt of the invoice, at the office of the Contractor, or to an account to be designated by it.
3. If the Client does not pay within the agreed period, it shall be deemed to be legally in default and the Contractor is entitled, without any notice of default, to charge interest as of the due date at a percentage of 3 points above the statutory interest rate applicable in Germany, and also for all judicial and extrajudicial costs associated with the collection of its claim. The Contractor can, moreover, after it has notified the Client of such, suspend the performance of the contract until it has received payment, without prejudice to its other legal and/or contractual rights. The Client shall moreover pay for all extra costs incurred by the Contractor in the event the maintenance is recommenced.

Article IX Claims and guarantee

1. The Contractor only accepts responsibility for the quality of the maintenance work carried out if:
 - a. the maintenance has been carried out with all the activities, replacements, adjustments and supplies deemed necessary by the Contractor;
 - b. the Contractor determines the method of carrying out the activities, the supervision of such, and the number of fitters and assistants to be deployed
 - c. the Client refrains from any form of intervention in the nature and/or implementation of the activities.
2. Unless otherwise agreed, the Contractor is responsible for the maintenance work carried out for a period of 3 months after the performance of the relevant work. Unless otherwise agreed, liability for the parts supplied by it under the contract can only apply insofar as defects occur within 6 months after the fitting of the relevant parts by the Contractor.
3. The Client will notify the Contractor immediately in writing about any defect that arises in the work carried out or in the parts supplied by the Contractor. If the Client fails to do so, all claims in relation to the defect shall become null and void.
4. This guarantee referred to in paragraph 2 only comprises the obligation of the Contractor to carry out

- the relevant work again, insofar as such is deficient, in the event of any deficiency. Defects in parts will be remedied by the Contractor by repair or replacement of the defective part, on the Contractor's premises or elsewhere, or by supply of a replacement part, this in all cases at the discretion of the Contractor. All costs exceeding the sole obligation as described in the preceding sentences, including, but not limited to, transport costs, travel and accommodation expenses, costs of investigation by an expert, as well as costs for dismantling and assembly, are to be paid by the Client. The Client will provide the Contractor assistance with any disassembly and assembly work at the first request of the Contractor.
5. The claims under the guarantee shall become null and void in the event of:
 - injudicious use of the installation or a part of the installation;
 - failure by the Client to observe the operating and maintenance guidelines, and other instructions and/or directions of the Contractor;
 - repair of the defects has been carried out by third parties or the Client;
 - normal wear and tear.
 6. The guarantee period as set in paragraph 2 will not be extended after the defects have been remedied.
 7. No guarantee is given on parts that have been supplied but not fitted by the Contractor should they prove to have been wrongly fitted.

Article X Liability

1. Notwithstanding that provided for in article VI, paragraph 3, the liability of the Contractor is limited to the fulfilment of the guarantee obligations described in article IX.
2. Any (form of) liability on the part of the Contractor for any consequential and/or indirect damage howsoever arising, including but not limited to liability for (damage resulting from) delays in delivery and for non-delivery, for damage to or the total or partial destruction or loss of goods other than Products, for (damage resulting from) any claim from third parties, for damage in the form of (additional) costs incurred by the Contractor and/or third parties, for loss of production, for loss of profit, for loss of use of Products and/or any other item, for loss of contracts and/or funds, and for damage resulting from any wrongful act or omission on the part of the Contractor, is excluded.
3. Notwithstanding that provided for in paragraphs 1 and 2, the Contractors cumulative liability on any legal basis whatsoever, expressly including each failure to fulfil any guarantee obligation, shall be limited to payment of an amount in cash to the Client up to a total of maximum the (contract)price excluding VAT owed to the Contractor. In the case of preventive maintenance, the relevant (contract)price shall also be limited to a period not exceeding 12 months prior to the event giving rise to liability, and in the absence of such a history to the (contract) price for the relevant preventive maintenance as such.
4. The limitations and exclusions of liability set out in this Article XII do not apply in the event of intent or gross negligence of the Contractor or its executive subordinate(s).
5. The Client is obliged to indemnify and compensate the Contractor in relation to all claims of third parties for compensation of damages, the liability of the Contractor



- for which is excluded in these conditions with respect to the Client.
6. Legal claims must be instituted within one year after the timely submission of a claim, on pain of nullification and forfeiture of rights of the Client.

Article XI Force majeure

1. For the application of these general conditions, force majeure means any circumstance beyond the control of the Contractor - even if it was already foreseeable at the time the agreement was concluded – which impedes the performance of the agreement by the Contractor permanently or temporarily, as well as, insofar as not already covered by such, war, threat of war, civil war, epidemic or pandemic outbreaks, civil unrest, strikes, lockouts, transport difficulties, fire, , delayed deliveries from manufacturers, (computer)hacks (e.g. ransomware) and other serious disruptions of the business of the Contractor and/or its suppliers.

Article XII Suspension and dissolution

1. In the event of an impediment to the implementation of the agreement arising as a result of force majeure, the Contractor shall be entitled, without judicial intervention, to either suspend the implementation of the agreement for a maximum of 6 months, or to dissolve the agreement in full or in part, without being obligated to pay any (form of) compensation. During the suspension the Contractor is entitled, and at the end of such it is obliged, to either opt for implementation or full or partial dissolution of the agreement. Both in the case of suspension and of dissolution, the Contractor is entitled to demand immediate payment for all that which it has already carried out in connection with the implementation of the agreement.
2. If the Client fails to comply with any obligation arising for it under the agreement concluded with the Contractor, or an agreement associated with such, or fails to do so properly or in good time, or if there valid grounds for fearing that the Client is unable or will be unable to comply with its contractual commitments towards the Contractor, as well as in the case of bankruptcy, suspension of payments, closure, liquidation or partial transfer - for collateral or otherwise – of the Client's business, including the transfer of a major portion of its receivables, the Contractor is entitled, without notice of default and without judicial intervention, to suspend the implementation of each of these agreements for a maximum of 6 months, or to dissolve them in full or in part, without it being held to any compensation or guarantee, and without prejudice to the further rights accorded to it. During the suspension the Contractor is entitled, and at the end of such it is obliged, to either opt for implementation or full or partial dissolution of the suspended agreement(s).
3. In the event of suspension and/or dissolution pursuant to paragraph 2, the agreed price shall become immediately payable, after deduction of the instalments already paid and the costs saved by the Contractor as a result of the suspension or dissolution.
4. Only in the event of a fundamental and attributable default by the Contractor in the performance of its obligations, the Client is entitled to claim (full or partial) dissolution of the agreement(s). This is without prejudice to Article X. The Client is not entitled to claim (full or partial) dissolution of the agreement(s) with retroactive force.

5. Notwithstanding that provided for above, in the event of not (timely) accepting and effecting delivery of the goods by the Client, the Client shall immediately owe 10% of the agreed price to the Contractor, without prejudice to the right of the Contractor to claim – in addition to this payment - full compensation for the damages suffered by the Contractor due to the cancellation and/or its other legal and/or contractual rights.

Article XIII Data

1. The Client authorizes the Contractor to (automatically) process personal data to be collected by the Contractor.
2. Both parties shall at all times comply with any obligations under German law regarding data protection and any other relevant (national, European and international) data protection regulations that are applicable to the execution of the Agreement. Both Parties shall (i) take appropriate security measures to protect the confidentiality of the (personal) data provided by the other Party, (ii) inform the other Party, on such Party's request, about the security measures taken in respect to the foregoing, and (iii) notify the other Party of any breach of personal data in accordance with and within the timeframe stipulated in the Privacy Laws. If applicable, both parties shall enter into a data processing agreement.

Article XIV Applicable law and disputes

1. Dutch law only will be applicable to all agreements with the Contractor, unless explicitly agreed otherwise in a written agreement signed by both parties. The applicability of United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. All disputes arising as a result of an offer, an agreement, or further agreements arising from such an agreement will exclusively be submitted to the district court of Oost-Brabant, the Netherlands.