

Article 1. Definitions

Client: the party (natural or legal person) who gives the Assignment to the Contractor

Contractor: RenewabLAW B.V. in Vught, The Netherlands

Assignment: to provide legal advisory services in the field of renewable energy

Article 2. Applicability

2.1 These general terms and conditions apply to all offers, activities, quotations, advice and agreements between the Contractor and the Client. Deviations from these conditions are only valid if they have been explicitly agreed in writing.

2.2 All offers are without obligation, unless explicitly stated otherwise in writing in the offer.

2.3 The applicability of the general terms and conditions used by the Client is expressly excluded, unless explicitly agreed otherwise in writing.

2.4 Should any provision of these general terms and conditions be replaced by a valid provision (s), whereby the purpose and scope of the invalid or invalid provision (s) are taken into account as much as possible.

Article 3. Establishment of the agreement

3.1 The agreement is concluded at the moment that an order confirmation is sent by the Contractor to the Client or at the moment that the Contractor has commenced the execution of the Order.

3.2 The agreement is entered into for an indefinite period of time unless it follows from the content, nature or scope of the Assignment that it has been entered into for a definite period of time.

3.3 All services provided by the Contractor are performed to the best of its knowledge and ability in accordance with the requirements of good workmanship. The Contractor will, as far as possible, always inform the Client of the progress made in the execution of the Assignment.

Article 4. Execution of the Assignment

4.1 The Contractor determines the manner in which and by which person the Assignment is carried out, but takes into account the wishes expressed by the Client as much as possible. This also applies if the Contractor explicitly or tacitly issues an Assignment with a view to execution by a specific person. The effect of Articles 7: 404 Dutch Civil Code (DCC) and 7: 407 paragraph 2 DCC is excluded.

4.2 If the Contractor wishes to involve third parties in the execution of the Assignment, he will only do so if, in the opinion of the Contractor, this promotes a good or efficient execution of the Assignment. The Contractor will consult with the Client as much as possible in advance when engaging third parties.

4.3 The Contractor bases itself in the performance of the work on the information provided by the Client.

4.4 If employees of the Contractor perform work at the location of the Client, the Client will provide the facilities reasonably required by those employees free of charge (for example, telecommunication facilities).

Article 5. Information

5.1 The Client is obliged to make available to the Contractor all information and documents that the Contractor considers necessary for the correct execution of the Assignment granted in a timely manner in the form desired by the Contractor and in the manner desired by the Contractor.

5.2 The Client is obliged to immediately inform the Contractor of facts and circumstances that may be important in connection with the performance of the Assignment.

5.3 The Client guarantees the correctness, completeness and reliability of the data and documents made available to the Contractor.

5.4 If and insofar as the Client so requests, the original documents made available to the Contractor with a formal status such as notarial deeds, orders and government permits will be returned to the Client. The Contractor reserves the right to include a proper substantiation of the activities, copies of these documents in the file to be created by the Contractor.

5.5 The additional costs arising from the delay in the execution of the Assignment caused by the non-availability, late or improper provision of the required information and documents will be borne by the Client.

Article 6. Rates

6.1 The hourly rate or any other fee is determined by the Contractor for each Assignment. If after the conclusion of the agreement, but before the Assignment has been fully executed, wages and / or prices undergo a change, the Contractor is entitled to adjust the agreed hourly rate accordingly, unless the Client and the Contractor have made other agreements about this in writing.

6.2 The hourly rate of the Contractor, plus invoices from third parties engaged if necessary, will be charged to the Client per month, unless the Client and the Contractor have made other agreements about this in writing. Sales tax will be charged separately on all amounts owed by the Client to the Contractor.

Article 7. Payment

7.1 Payment by the Client must be made without any set-off in the currency as indicated in the invoice by means of a deposit or transfer to a bank or giro account designated by the Contractor, within 30 days of the invoice date, unless otherwise agreed in writing. Objections to the amount of the submitted invoices do not suspend the payment obligation.

7.2 If the Client has not paid within the period referred to in paragraph 1 of this article, the Contractor is entitled, after he has issued a reminder to the Contractor at least once, to pay without further notice of default and without prejudice to the other rights of the Contractor, from the due date the Client shall pay the statutory to charge interest up to the date of full payment including a lump sum of Euro 40.

7.3 All judicial and extrajudicial costs to be incurred by the Contractor in the context of the fulfillment of the agreement (s) concluded between the Client and the Contractor will be borne by the Client. The extrajudicial costs amount to at least 15% of the amount owed by the Client to the Contractor, including the interest and fixed amount referred to in paragraph 2 of this article.

7.4 If, in the opinion of the Contractor, the financial position or payment history of the Client gives rise to this, the Contractor is entitled to require the Client to immediately provide (additional) security in a form to be determined by the Contractor and / or to pay an advance. If the Client fails to provide the required security, the Contractor is entitled, without prejudice to its other rights, to immediately suspend the further performance of the agreement and all that the Client owes the Contractor for whatever reason is immediately due and payable.

7.5 If the Contractor and the Client agree that the Contractor will perform work for the Client in the context of one or more Assignments, and the Contractor has not previously performed activities for the Client, the Contractor is entitled to require the Client to pay an advance. If the Client fails to pay the advance, the Contractor is entitled, without prejudice to its other rights, to suspend the (further) execution of the agreement. Everything that the Client owes to the Contractor for whatever reason is immediately due and payable.

7.6 In the event of a jointly awarded Assignment, the Clients, insofar as the activities have been performed for the joint Clients, are jointly and severally liable for payment of the invoice amount.

7.7 The Contractor has the right of retention on all data, papers and other goods under it, until the moment at which the Client has paid all that it owes to the Contractor.

Article 8. Confidentiality

8.1 Unless there is a legal or professional obligation to disclose, the Contractor is obliged to observe secrecy towards third parties with regard to all confidential information that he obtains from the Client in the context of the Assignment.

8.2 Except with the permission of the Client, the Contractor is not entitled to use the confidential information made available to it by the Client for any purpose other than that for which it was obtained. However, an exception is made to this in the event that the Contractor acts on its own behalf in administrative, civil or criminal proceedings in which these documents may be important.

8.3 The Client will not disclose the content of reports, advice or other expressions of the Contractor, whether or not in writing, which have not been drawn up or made with the intention of providing third parties with the information contained therein, unless the Client has obtained written permission from the Contractor to do so.

8.4 The Contractor will impose its obligations under this article on third parties engaged by it.

Article 9. Intellectual property

9.1 The Contractor reserves all rights with regard to products arising from the mind that it uses or has used and / or develops in the context of the performance of the Client's Assignment, insofar as these rights arise from the law.

9.2 The Client is not permitted to hand over resources from those products to third parties, other than for the purpose of obtaining an expert opinion regarding the Contractor's activities.

9.3 The Client is expressly prohibited from directly or indirectly reproducing, disclosing and / or exploiting those products, including working methods, advice, models and other mental products of the Contractor, in the broadest sense of the word, unless these products, explicitly (and recorded in writing) are intended for reproduction, publication and / or exploitation. Publication can therefore only and only take place after obtaining written permission from the Contractor. The Client naturally has the right to reproduce the documents for use in its own organization, insofar as this is appropriate for the purpose of the Assignment. In the event of premature termination of the Assignment, the foregoing applies mutatis mutandis.

Article 10. Complaints

10.1 All complaints regarding the work performed and / or the invoice amount must be submitted in writing within 30 days after the date of dispatch of the documents or information about which the Client complains, or within 30 days after discovery of the defect, if the Client demonstrates that it cannot reasonably be expected to have the defect. could discover earlier, to be made known to the Contractor by the Client. After expiry of the aforementioned terms, the Client is deemed to have accepted the work performed and / or invoices.

10.2 Complaints as referred to in the first paragraph do not suspend the Client's payment obligation.

10.3 In the event of a justifiable complaint, the Contractor has the choice between adjusting the charged rate, improving or redoing the rejected work free of charge or not performing the Assignment (anymore) in full or in part against a refund in proportion to the amount charged by the Client. rate already paid.

Article 11. Deadlines

11.1 If the Client owes an advance payment or must make the information required for the execution available, the period within which the work must be completed does not start before the payment has been received in full, or the information and / or materials are fully available. are asked.

11.2 In view of the fact that the duration of the Assignment can be influenced by all kinds of factors, such as the quality of the information provided by the Client and the cooperation provided by the

Client, the periods within which the work must be completed can only be considered. as deadlines if this has been expressly agreed.

11.3 Unless it is established that execution is permanently impossible, the agreement cannot be dissolved by the Client due to the term being exceeded, unless the Contractor also does not or not fully implement the agreement within a reasonable period notified to him in writing after the agreed delivery period. Dissolution is then permitted in accordance with Article 265, Book 6 of the Dutch Civil Code.

Article 12. Cancellation

12.1 Except for fixed-term agreements, the Client and the Contractor can terminate the agreement at any time.

12.2 Termination must be notified to the other party in writing by registered letter.

12.3 If the Client has terminated prematurely, the Contractor is entitled to compensation from the Client on account of the resulting and plausible occupancy loss, unless the cancellation is based on facts and circumstances that can be attributed to the Contractor. If the Contractor has terminated prematurely, the Client is entitled to the cooperation of the Contractor in the transfer of the work to third parties, unless the termination is based on facts and circumstances that can be attributed to the Client. In the event of premature termination, the Contractor retains the right to payment of the invoices for work performed up to that time, whereby the preliminary results of the work carried out up to that time will be made available to the Client subject to reservation.

Article 13. Liability

13.1 The Contractor is only liable insofar as this article shows.

13.2 If an error is made because the Client has provided incorrect information to the Contractor, the Contractor is not liable for the damage that has arisen. If the Client demonstrates that he has suffered damage as a result of an error on the part of the Contractor which would have been avoided through careful action, the Contractor is liable for that damage up to a maximum of the amount of the compensation that the Contractor has received for the work in the context of the Assignment.

13.3 The Client indemnifies the Contractor against claims from third parties due to damage caused by the fact that the Client has provided the Contractor with incorrect or incomplete information, unless the Client demonstrates that the damage is not related to culpable acts on his part or was caused by intent or gross negligence on the part of the same. Contractor.

13.4 The Contractor's liability for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption, is excluded at all times.

13.5 In the unlikely event that an event occurs during the performance of an assignment from the Client that leads to liability, that liability will be limited to the amount that is paid out in the relevant case under the professional liability insurance taken out by the Contractor (to be increased by the amount of its own risk that under the insurance contract is for the account of the Contractor in the relevant case). In case the Contractor's professional liability insurance has no coverage for the services performed, the liability of Contractor is in all events limited to 2 (two) times the contract-amount with regards to the services which trigger Contractor's liability.

13.6 The limitation of liability laid down in this article is also stipulated for the benefit of third parties engaged by the Contractor for the performance of the Assignment, who therefore have a direct appeal to this limitation of liability. Contractor is not liable for shortcomings of third parties, unless otherwise agreed between Contractor and Client.

Article 14. Changed circumstances

14.1 If the circumstances assumed by the Client and the Contractor at the time of the conclusion of the agreement change to such an extent that compliance with one or more of these terms and

conditions cannot reasonably be required of one of the parties, consultations will take place about an interim change of the agreement.

Article 15. Applicable law and competent court

15.1 All agreements between the Client and the Contractor to which these conditions apply are governed by Dutch law.

15.2 All disputes between the Client and the Contractor that may arise and about which a solution cannot be reached in mutual consultation, will exclusively be submitted to the competent court in 's-Hertogenbosch, the Netherlands.