

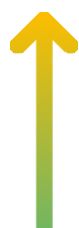
General Terms and Conditions and Product Conditions Fudura B.V. 2023

VERSION: 1

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Doing business with Fudura means that agreements are documented. These agreements are included in:

1. The Agreement between you and Fudura.
2. The General Terms and Conditions that apply to all Fudura products and services.
3. Separate Product Conditions which are specific to a particular product or service.

In some cases, Additional Product Conditions also apply. All of the above terms and conditions are set out below.

General Terms and Conditions and Product Conditions

Article 1 Definitions

The following capitalised as used in Fudura's General Terms and Conditions and the underlying Product Conditions will have the following meanings, both in singular and in plural.

Connection	One or more connections between a (gas transmission) Grid and an immovable property object within the meaning of Article 16, under a - e, of the Dutch Immovable Property Valuation Act, including one or more connections between a (gas transmission) Grid operated by a grid operator and a (gas transmission) Grid operated by a party other than such grid operator and, for electricity, between the Grid at sea and a wind farm at sea.
Elektrical system	The combination of pipelines and appurtenances, switching and distribution facilities, electrical appliances, transformers and fittings, counting from the transfer point or an equivalent point of transfer to be agreed between the Grid Operator and the Customer.
Energy	Electricity and/or gas and/or cold and/or heat.
Fudura	Fudura B.V., having its registered office in Zwolle, the Netherlands, as well as any existing and future affiliated companies or successors in title.
Gas System	The combination of gas-related equipment, pipelines and related pipework of the Customer, counting from the Metering installation, viewed from the gas transmission grid, or an equivalent point of transfer to be agreed between the Grid operator and the Customer, including the connecting pipe if installed by the Customer.
Leased System	Goods leased by the Customer from Fudura as further described in the Agreement. The Electrical System and/or the Gas System.
Installation Responsibility	The person who is responsible for guaranteeing and performing the range of tasks of Installation Responsibility arising from the requirements of the Health and Safety legislation in accordance with the "Operation of Electrical Installations - High (and Medium) Sector Voltage" and the "Operation of Electrical Installations - Low Sector Voltage" and NEN-EN 50110, NEN 3840 and NEN 3140.
Low-voltage grid	One or more connections for the transmission of electricity and the associated auxiliaries, all at a maximum voltage level of 1,000 Volts (AC) and 1,500 Volts (DC) respectively, insofar as these connections and auxiliaries are located within the Installation of the Customer.
Metering code	Metering code Electricity metering code as referred to in Section 31(1)(b) of the Electricity Act 1998 and/or Gas metering code as referred to in Section 12b(1)(b) of the Gas Act.
Metering Equipment	The equipment intended to determine the volume of the Energy or water transmitted, the data deemed necessary for the calculation and/or for checking the usage and/or return supply, in no event being the primary part of the Metering Device.
Metering Officer	Fudura, who has been recognised as Metering Officer on the basis of the Metering Code(s).
Metering Responsibility	The responsibility for the presence of a Metering Device at the Transfer Point of the Connection which system complies with the requirements set out in the Metering Code(s) and for correctly and promptly establishing and transferring, or causing the establishment or transfer of, metering data.
Net	One or more connections for the transmission of electricity and/or gas and the associated transformer, switching, distribution stations and substations and other resources, except insofar as these connections and resources form part of a direct line or are located within a Customer's Electrical System and/or Gas System as referred to in the Electricity Act 1998 and/or the Gas Act.
Network Operator	A company designated for the operation of one or more (gas transmission) grids as referred to in Article 1(1)(k) of the Electricity Act 1998 or Article 1(1)(e) of the Gas Act.
Non-chargeable metering	The recording and processing of data from a Metering installation to which no Metering Code applies.



ODA	Independent Service Provider, a party certified by Energie Data Service Nederland (EDSN) which has the option of requesting consumption data and meter readings for small consumption gas and electricity connections from the regional network operators.
Customer	The party referred to in the Agreement with whom Fudura concludes an Agreement for the performance of Work.
Transfer point	The point at which the connection of the Grid operator is transferred to the installation of the Grid operator.
Agreement	The agreement to be concluded between the Customer and Fudura relating to business equipment to be rented, Products to be supplied and services to be provided by Fudura.
Products	All deliveries, Work, and services to be performed by Fudura that form part of the Agreement.
Product terms and conditions	The terms and conditions applicable to each specific Fudura Product, delivery or service.
Operation Responsibility	The person who is responsible for guaranteeing and performing the statutory tasks of Operation Responsibility in accordance with the "Management of Electrical Installations - High (and Medium) Sector Voltage" and the "Management of Electrical Installations - Low Sector Voltage" and NEN-EN 50110, NEN 3840 and NEN 3140.
Activities	All activities that occur in order to achieve the performance agreed per product.
Law	The Electricity Act 1998 and/or the Gas Act or, if amended, the successor of those specific acts.

Article 2 The offer

1. All offers made by Fudura are without obligation, unless explicitly stated otherwise.
2. Any offers will be based on the information provided by Customer. If such information proves incorrect, Fudura will be entitled to amend or withdraw its offer. The Customer will bear the risk of any damage caused by errors or defects in the drawings, calculations, structures, contract documents and performance requirements or other specifications that will form the basis for any Work.
3. The documents that form part of the offer (such as drawings, technical descriptions, etc.) have been prepared as accurately as possible, but are not binding and remain the (intellectual) property of Fudura. They may not be used, copied, or made available to any third parties or published without the prior consent of Fudura.
4. Fudura's offer is valid for one month from the date of the offer, unless otherwise stated in the offer. If an offer is not accepted in writing within this period, the offer will lapse, except in the event that Fudura has extended the validity of the offer in writing.
5. Fudura may charge the costs involved in drawing up the offer, provided Customer has been informed of this in advance.
6. Revocation of an offer made by Fudura will be possible until the offer has been accepted by the Customer, as well as in the event of manifest inaccuracies in the offer even after acceptance by the Customer. Fudura may charge the costs incurred in the preparation of the offer to the Customer, provided that the Customer has been notified thereof in advance.

Article 3 The Agreement

1. The Work will take place on the basis of an Agreement which will only be concluded in writing:
 - a) by signing the Certificate of Acceptance or the Agreement;
 - b) otherwise, showing the Customer's acceptance of the offer, including but not limited to the situation where the Product is delivered by Fudura and received by the Customer.
2. Such Agreement will at all times be governed by a) these General Terms and Conditions, b) separate Product Conditions and c) where applicable, Additional Product Conditions.
3. The General Conditions and the (Additional) Product Conditions have been received and accepted by the Customer.
4. Any general (purchase) conditions applied by the Customer are not applicable, unless agreed otherwise in writing.
5. Fudura will have the right to assign all or part of its rights and obligations under the Agreement to third parties and the Customer hereby agrees in advance to lend its cooperation to any such assignment. Fudura will inform Customer of this in good time.
6. If the Customer wishes to assign its obligations under the Agreement to a third party, it will require the prior written consent of Fudura, which consent will not unreasonably be withheld.
7. If the Agreement is entered into with two or more Customers, Fudura may require a joint and several commitment to perform the Agreement.

Article 4 Performance of the Agreement

1. Fudura will perform the Work properly and carefully and represent the Customer's interests to the best of its ability and knowledge.
2. If Fudura is forced to change a planning or a (delivery) period due to causes attributable to the Customer or third parties engaged by it, the costs incurred as a result will be payable by the Customer.
3. Fudura is authorised to engage third parties for the performance of its obligations towards the Customer without the Customer's authorisation. These third parties will be the responsibility of Fudura and all provisions of the Agreement will, insofar as applicable, also apply to the engagement of these third parties.

Article 5 Obligations of the Customer

1. The Customer will provide Fudura with the necessary cooperation in the application and performance of the provisions in or pursuant to these General Terms and Conditions and in the monitoring of compliance therewith, in particular by: Fudura zo spoedig mogelijk op de hoogte te stellen van alle gegevens, voorvallen en wijzigingen in omstandigheden die voor de uitvoering van de Overeenkomst van belang kunnen zijn, waaronder door hem waargenomen of vermoede schade, gebreken en/of onregelmatigheden;
 - a) notifying Fudura as soon as possible of all such data, incidents and changes in circumstances as may be relevant to the performance of the Agreement, including any damage, defects and/or irregularities observed or suspected by it;
 - b) granting any persons holding identity documents or authorisations from Fudura access to the plot and/or the System, including for purposes of performance of an obligation imposed on Fudura by the government;
 - c) notifying Fudura in advance of any actual change of address and/or (trade) name;
 - d) allowing that work be performed both for itself and for third parties.
2. Where applicable, the Customer will ensure that Fudura will have timely disposal of the approvals required for the work (such as permits and exemptions) and of the necessary data to be provided by the Customer. If the commencement and progress of the work is delayed by circumstances for which the Customer is responsible, the resulting damage for Fudura must be compensated by the Customer.
3. The Customer will ensure the accessibility of the place where the work is to be carried out, as well as the suitability of the access roads to the place where the work is to be carried out.
4. The Customer will ensure that Fudura is able to perform the necessary Work without obstruction and that the facilities and/or materials to be supplied or made available by the Customer for that purpose are present. In the absence thereof, the additional costs incurred by Fudura will be reimbursed by the Customer.
5. If the Customer is not the owner of the plot, the Customer warrants that the owner agrees that all work required to be performed by Fudura. Fudura may require the Customer to submit a written statement from the owner.

Article 6 Remuneration and indexation

1. For the performance of the Agreement, the Customer must pay a fee as set out in the Agreement or any separate tariff sheets.
2. Any cost-increasing circumstances beyond Fudura's control will be at the expense of the Customer. Fudura will communicate any such circumstances to the Customer as soon as possible. Where a Grid Operator wishes, or is required, to be present when accessing a location and/or when performing any other work, this will never be included in the Agreement and will be at the expense of the Customer, unless expressly agreed otherwise in writing.
3. Fudura may index the agreed fees annually (on 1 January) on the basis of the Consumer Price Index (CPI) published Statistics Netherlands (in the month of July of the preceding calendar year).
4. Amounts mentioned in the Agreement or any separate rate sheets apply per month, unless otherwise agreed in the Agreement.
5. In addition to the compensation as referred to in this article, deviations from the provisional items mentioned in the Agreement will be settled with the Customer.

Article 7 Payment

1. Fudura will invoice the Customer for all amounts owed by the Customer in accordance with the Agreement, these General Terms and Conditions or Product Conditions.
2. An invoice must be paid within thirty days of the date of the invoice unless the Agreement provides for a different term.
3. The Customer does not have the right to reduce or set off the amounts charged against any amount that Fudura owes.
4. The payment obligation will not be cancelled or suspended on grounds of objections against the invoice. Any objections against the invoice must be communicated to Fudura in writing within 30 days of the date of the invoice.

Article 8 Non-payment

1. If the Customer has not paid within the set period, the Customer will be in default without any further notice of default being required.
2. From the day that the Customer is in default, it will also owe interest for late payment equal to the statutory commercial interest (6:119a Dutch Civil Code) from the first day of the default, without prejudice to Fudura's right to compensation for all other costs and damages. Fudura will then be entitled to unilaterally terminate the Agreement. The amounts referred to in this paragraph are immediately due and payable.

Article 9 Taxes and levies

1. All amounts in the Agreement or supplementary offers are exclusive of the turnover tax due. The Customer will reimburse Fudura for the turnover tax due.
2. All amounts owed by the Customer pursuant to these General Terms and Conditions, Product Conditions or the Agreement will or may be increased by the taxes and levies that Fudura is obliged or authorised to charge pursuant to a decision by the government. Fudura will specify these increases as far as possible on the invoice.

Article 10 Duration, start and end of the Agreement

1. The term of the Agreement, insofar as a period has been agreed, is laid down in the Agreement. The term commences on the commencement date as laid down in the Agreement. Special provisions regarding the duration of the Agreement for individual products are included in the Product Conditions.
2. Insofar as the Agreement relates to the one-off delivery of products or services, the Agreement shall be regarded as terminated with the delivery thereof.
3. The Customer shall remain bound by the provisions of or pursuant to the Agreement, the General Terms and Conditions and the Product Conditions until it has fulfilled all its obligations arising therefrom.

Article 11 Interim termination and dissolution

1. Fudura will have the right, by means of a registered letter to the Customer, to dissolve the Agreement without judicial intervention, or to regard it as dissolved, or to suspend the Work if:
 - a) Customer is declared bankrupt or is granted (provisional) suspension of payments; if goods of Customer or Customer as a legal person are seized in execution or conservatory, are dissolved and/or Customer is otherwise unable to meet its payment obligations;
 - b) Customer does not fulfil his payment obligations;
 - c) Customer fails to fulfil any other obligation under the Agreement; these General Terms and Conditions or the Product Conditions;
 - d) Customer terminates its business.
2. The Customer will be required immediately to notify Fudura of a situation as described in paragraph 1 of this article.
3. Fudura, as the dissolving party, will never be liable to pay any compensation to the Customer.
4. If the Customer unilaterally terminates the Agreement prematurely, the Customer will be obliged to compensate all damage that Fudura suffers as a result.
5. If at the time of dissolution or termination the Customer had already received work for the performance of the Agreement, it may only partially dissolve or terminate the Agreement and only for that part that has not yet been performed by Fudura.
6. Amounts invoiced by Fudura before the dissolution or termination in connection with what has already been performed or delivered by Fudura in the performance of the Agreement will remain due in full and will become immediately due and payable at the time of dissolution or termination.
7. Customer does not have the right to dissolve, terminate or suspend the Agreement in whole or in part if Customer was already in default with the fulfilment of its obligations.
8. If the reason for an interim dissolution is not attributable to Fudura and is not at its expense, Fudura will be entitled to:
 - a) a compensation of the price laid down in the Agreement, calculated according to the status of the Work at the time of dissolution;
 - b) compensation for the remaining part of the price set in the Agreement consisting of the agreed price until the end of the term of the Agreement;
 - c) a reimbursement of all costs incurred and costs yet to be incurred, arising from obligations already entered into by Fudura at the time of termination.

Article 12 Force majeure

1. In the event of force majeure, Fudura may either suspend the Work for a maximum of six months or terminate the Work without the Customer being entitled to any compensation for damage or costs. All costs incurred by Fudura up to that point will be immediately due and payable.
2. Force majeure will be presumed - among other things - in the event of the following situations:

- a) Fudura will be affected by a strike by all or a significant part of its personnel that can be called in for the Work;
- b) Fudura's personnel cannot reach the site of the Work for reasons beyond Fudura's control;
- c) Fudura cannot dispose of the parts or materials necessary for the maintenance or for the correction of malfunctions or the performance of activities;
- d) failure of Fudura's suppliers and transporters to fulfil their obligations;
- e) the inability (punctually) on the part of the Grid Operator to realise a connection to the Grid;
- f) fire;
- g) import or trade prohibitions.

Article 13 Damage and liability

1. If Fudura is liable for any damage resulting from the performance of the Agreement, such liability will always be limited to compensation of the direct damage for the costs of adapting the design or advice and the costs of repairing defects and the damage directly caused by those defects, all this up to a maximum of the amount that will be paid out under Fudura's liability insurance policy.
2. The provisions of the previous paragraph are subject to exception if damage occurs as a result of an intentional act or omission or gross negligence on the part of Fudura, its employees, or equivalent subordinates.
3. If Fudura's liability insurance does not provide cover for damage as referred to in the above provisions, Fudura's liability will be limited to the value of the assignment over a period of no more than one year, as stated in the Agreement, subject to a maximum of EUR 50,000 (in words: fifty thousand euros).
4. Direct damage is in no case understood to mean: lost income, stagnation costs, the costs of energy, or collection or litigation costs.
5. Fudura can be held liable to compensate the aforesaid damage only if the relevant damage is not covered by a CAR insurance or similar insurance on the part of the Customer.
6. Any claim that the Customer may have against Fudura will lapse by the mere expiry of two (2) years following performance of the Agreement.
7. Customer is liable towards Fudura for damage to Fudura's property, unless Customer demonstrates that the damage cannot be attributed to it or to persons for whom it is liable.

Article 14 Indemnification

The Customer indemnifies Fudura against all damage that Fudura may suffer as a result of claims by third parties in connection with or arising from the Agreement.

Article 15 Security

Fudura is entitled to require securities from the Customer in connection with the amounts that the Customer on the basis of the Agreement and associated General Terms and Conditions or Product Conditions.

Article 16 Intellectual property

1. All documents issued by Fudura within the framework of the Agreement, such as drawings, designs, models, reports, and advice, become the property of the Customer, subject to the condition that the Customer has fulfilled all its financial obligations.
2. The copyright of the documents issued and drawn by Fudura will remain vested in Fudura.
3. The Customer may only use the documents in connection with the present Agreement and may not use same for the performance of similar work without the express prior consent of Fudura.
4. Within the meaning of the Uniform Benelux Act on Designs and Designs, Fudura is considered to be the designer of the drawings and models and may only file these with the Office referred to in that Act.
5. Without prejudice to the provisions of the Copyright Act, the Customer has the exclusive right to dispose of Fudura's reports, advice, etc. issued within the framework of the Agreement.
6. The Fudura documents referred to in paragraph 1 may only be published – with prior written consent – by the Customer verbatim, in their entirety and with reference to the name of Fudura.

Article 17 Safety, working conditions, work location and working hours

1. The Customer guarantees that the Work to be performed under the Agreement, to the extent that it must be performed in the Customer's buildings, works and/or grounds, can be performed in a safe manner. The Customer shall ensure that all statutory requirements and regulations regarding safety and working conditions are complied with.
2. If, in the course, or during performance of, the Agreement, an employee of Fudura or a person working on behalf of Fudura finds a demonstrably unsafe situation or a situation contrary to laws and/or regulations on working conditions, they will be entitled to discontinue or suspend their Work, subject to the Customer's obligation to pay Fudura the associated costs.

3. If the Customer's location regulations apply to the locations where equipment and/or measuring device(s) have been installed, Fudura's employees will adhere to them. In that case, the Customer will submit the location regulations in good time.
4. The Customer will inform Fudura to the best of its knowledge of the soil conditions in the Work to be performed. In the Work, Fudura will consider the soil conditions of the work site.
5. Fudura will be entitled to charge the Customer any costs necessary to determine and treat any soil contamination.
6. Fudura will not be liable for any soil or other contamination found and will be entitled to reimbursement of costs and/or an extension of the term if the further performance of the Work is delayed or needs to be adjusted as a result of the contamination found.
7. The Work will be performed as far as possible during normal working hours (working days between 8 a.m. and 5.30 p.m.) and otherwise in consultation with the Customer. If the Work is performed outside normal working hours at the request or on the instructions of the Customer, the additional costs involved (including overtime, weekend, public holiday allowances, etc.) will be for the account of the Customer.

Article 18 Insurance

1. During the term of the Agreement, the Customer will take out and maintain insurance for the Rented Object from Fudura against the customary risks, including fire, theft, and consequential damage in the event of theft, including oil leakage. Fudura will have the right to demand written proof (the insurance policy) of the existence of an insurance. The insured sum will amount to one hundred times the monthly rent due as stipulated in the Agreement.
2. The Customer will include in the policy that in the event of damage Fudura is entitled to compensation without the intervention of the Customer.

Article 19 Confidentiality

1. The Parties shall treat information and data relating to the Agreement as confidential and shall take all necessary measures to prevent information and data relating to the Agreement from being disseminated.
2. The dissemination of information and data about the Agreement is only permitted with the written consent of the other party.

Article 20 Privacy and processing of personal data

Where Fudura processes personal data, it will respect the privacy of the Customer and a Data Processing Agreement will be entered into between the Parties. The processing of personal data will be subject to the privacy statement for customers, as it can be found on www.fudura.nl/privacy.

Article 21 Applicable law and disputes

1. The Agreement is governed by Dutch law.
2. Disputes arising from the Agreement, the General Terms and Conditions, Product Terms and Conditions and regulations applicable on the basis thereof, or any further agreements reached, will be settled exclusively by the competent court in Zwolle, the Netherlands.

Article 22 Final provisions General Terms and Conditions

1. In special cases, at the discretion of Fudura, deviations from these General Terms and Conditions and/ or Product Conditions may be permitted. These deviations must be recorded in writing in the Agreement.
2. In the event of any conflict between the provisions of these General Conditions, the Product Conditions and the Agreement, the provisions of the Agreement take precedence over the Product Conditions and those in turn take precedence over the General Conditions.
3. In all cases not provided for in these General Terms and Conditions, Fudura will decide after consultation with the Customer.
4. These General Terms and Conditions and the Product Conditions may be amended by Fudura.
5. Amendments to the General Terms and Conditions and the Product Conditions will enter into force thirty days after the day on which the Customer has been notified of the amendments.
6. Changes also apply to existing Agreements. If Customer does not wish to accept a change, it may terminate the Agreement in accordance with the provisions of the Agreement.
7. These General Terms and Conditions will enter into force on 1 January 2023.
8. These General Terms and Conditions may be cited as "General Terms and Conditions and Product Conditions Fudura B.V. 2023".
9. 9. These General Terms and Conditions and the Product Conditions can be viewed at www.fudura.nl/en/general-terms-and-conditions.

Product conditions for Infra services and Rental

Article 1 Product conditions for Infra services and Rental

These Product Conditions for Infra Services and Rental will apply to all Agreements under which Fudura provides infra services to the Customer and/or the Customer rents equipment from Fudura.

Article 2 Duration, start and end of the Agreement

1. The term of the Agreement is laid down in the Agreement. The rental period commences (starting date) on the first working day after installation of the Rented Object. If no term has been laid down in the Agreement, a term of ten years, calculated from the commencement date of the rental, will apply.
2. After expiry of the original rental period, the Agreement will be tacitly extended by a period of (each) one year at the then applicable rates, unless the Customer notifies Fudura in writing that the Agreement will end at the end of the original or the extended rental period. This is subject to a notice period of two months before the end of the original or extended rental period. This notice period commences on the first day of the month following the termination.
3. In case of interim termination of the Agreement by Principal, Principal remains liable for the rent as it applies until the end of the originally agreed period, including any tacit renewals as referred to in paragraph 2 of this article.
4. Notice of termination of the Agreement by Fudura will be given in writing, stating the reasons, and is only possible in the event of compelling interests and with due observance of a notice period of at least six months.

Article 3 Performance of the Work

1. The Customer will provide Fudura with a location that meets the requirements set by Fudura for the placement of the rented item free of charge. Costs for adapting the location to the requirements of Fudura will be borne by the Customer.
2. The costs of placement and installation of the rented object, as stated in the offer, are at the expense of the Customer.

Article 4 Removal, relocation, modification, and replacement

1. The Customer is not permitted to remove or move the rented object or to make changes to it.
2. If during the term of the Agreement the rented object has to be reinstalled, moved, disassembled, or removed at the request of the Customer, the costs of this shall be borne by the Customer.
3. During the term of the Agreement, the Customer may request Fudura to make an offer for modification of the Rented Object. If, during the term of the Agreement, the Rented Object is to be modified at the request of Customer, this Agreement will be deemed to apply to the modified Rented Object, on the understanding that the Customer will be required to reimburse the costs of the modification as quoted by Fudura. In addition, the Customer will be required to pay the (higher or lower, as the case may be) rate as stated in Fudura's new offer for the Rented Object.
4. If, during the term of the Agreement, Fudura is required to replace the Rented Object for technical reasons, the costs that are not directly related to the rented components, such as cable and construction work, will be payable by the Customer.
5. At the end of the Agreement, Fudura has the right to remove the rented components. The costs of removing the rented object are at the expense of the Customer, unless otherwise agreed in the Agreement.

Article 5 Contract extras

Any additional and/or extra work that is not covered by the Agreement will be charged as contract extras at the rates and on the terms as prevailing at the time of performance. If the (necessary) work allows, Fudura will notify the Customer thereof in advance.

Article 6 Maintenance and malfunctions

1. During the term of the Agreement, Fudura will maintain the rented object, including its end fittings, in a good state of repair in accordance with maintenance instructions and maintenance intervals based on the maintenance of the functionality of the rented object.
2. The Customer is obliged to cooperate free of charge in maintenance and malfunctioning work.
3. Any malfunctions in the Rented Object must be reported to Fudura by the Customer forthwith, or in any event within 24 hours of occurrence of the malfunction or detection thereof by the Customer, via the malfunction number available at www.fudura.nl/storing.
4. In the event of malfunctions, Fudura will make every effort to be present at the rented object within the response time laid down in the Agreement. If no response time has been determined, a response time of one hour after reporting the malfunction will apply.



5. Fudura strives for the shortest possible interruption of the energy supply and replaces, if necessary, materials to remedy the malfunction.
6. The costs of repair of, or eliminating the malfunction in, the Rented Object will be payable by Fudura, unless:
 - a) the malfunction is attributable to an activity on the part of the Customer or any third parties engaged by it;
 - b) the malfunction report was unfounded;
 - c) the malfunction was caused by external influences for which Fudura is not responsible.
7. Customer is obliged to:
 - a) use the rented object in accordance with its nature and purpose as well as in accordance with the technical characteristics of the rented object;
 - b) properly protect the transformer on the low-voltage end against overload and short circuit;
 - c) selectively protect the Customer's installation in relation to Fudura's installation;
 - d) ensure that the cosine phi of the electrical load is not less than 0.85;
 - e) ensure that the average load of each transformer expressed in kilowatt (kW) during any given period of 24 hours does not exceed 80% of the transformer power in kilovolt-ampere (kVA) multiplied by the actual cosine phi, if not measured using a cosine phi of 0.85;
 - f) ensure that any occurring peak values expressed in kilowatt (kW) per transformer never exceed 100% of the transformer power in kilovolt-ampere (kVA) multiplied by the actual cosine phi, if not measured using a cosine phi of 0.85.
8. Damage as a result of not complying with the provisions of paragraph 7 of this article is for the account of the Customer.
9. The costs of taking emergency measures, including the fuel, to maintain the energy supply during malfunctions or necessary Work will be payable by the Customer, unless the Customer has specifically agreed otherwise with Fudura in advance.
10. The Customer is not permitted to perform any operations on the rented object unless the Customer acts under its own management as Installation and Work Manager as set out in article 8.4. of these Product Conditions for Infra Services and Rental. At the Customer's request, Fudura will in that case perform the operations against payment.
11. The Customer is not permitted to carry out work on the rented object or to have it carried out by third parties.
12. The Customer will not be permitted to realise, or cause the realisation of, more than 1 low-voltage connection on the pits/flags of the transformer. Any further distribution must be effected in the Customer's main distribution board. The power on the low-voltage end must be able to be switched off in 1 switching operation. The Customer will remain the contact responsible for the low-voltage end vis-à-vis Fudura.

Article 7 Ownership

1. The rented object is and remains the property of Fudura.
2. Title to any cables and cable accessories, such as end fittings and such like, will pass to the Customer immediately upon completion, unless the parties have specifically agreed otherwise.
3. Without Fudura's permission, the Customer may not sublet the rented object, or otherwise allow it to be used by third parties.
4. Without Fudura's permission, the Customer may not encumber the rented object with the right of mortgage or pledge or in any other way provide security to third parties or encumber it with a personal right or right in rem.
5. The customer is obliged for the benefit of Fudura, at its request, to grant any rights in rem desired by Fudura (a right of superficies and/or a right of easement of access) for no consideration and to have such rights established. The relevant rights in rem will be further agreed between the parties in accordance with Fudura's usual standard agreements. The costs of establishing such rights will be borne by Fudura.
6. Fudura has the right to sell the rented object or to charge it with any personal right or right in rem, provided that this does not affect the Customer's rights under the Agreement.

Article 8 Installation responsibility and work responsibility

1. During the term of the Agreement, Fudura shall be the Installation Responsible for the Non-Regulated Installation, provided that the entire installation, including cable works between the Grid operator's Transmission Point and the rental components, has been constructed in accordance with Fudura's design and material guidelines.
2. If Fudura acts as Installation Responsible for the installation, the installation responsibility for the NonRegulated Installation shall start at the Transmission Point of the Grid operator. Insofar as the length of the cable between the Connection and the rented object is limited to the same space or to the immediately adjacent space, Fudura will manage it on behalf of the Customer, unless the Customer has indicated in accordance with article 8.4 that it will carry out the installation responsibility under its own management.
3. At the request of the Customer of any third parties engaged by it, Fudura will perform switching work on the System. Fudura will comply with any such switching request free of charge once per calendar year for each location. Any and all subsequent switching requests will be charged to the Customer as contract extras. This will

not include costs of third parties, for which the Customer will be responsible, such as the costs of a Grid Operator

4. The Customer will at all times have the right to carry out the installation responsibility for the rented object under its own management, on condition that the Customer notifies Fudura in writing, stating the natural and/or legal person to whom installation responsibility and work responsibility have been assigned on behalf of the Customer. In that case, the parties will make additional agreements, which will be recorded in writing.

Article 9 Final provisions

These Product Conditions may be cited as: "Product Conditions for Infra Services and Rental Fudura 2023".



Additional Product Conditions for Infra Services and Rentals in a Low Voltage Network

Article 1 Applicability

1. These Additional Product Conditions for Infra Services and rental in a Low Voltage grid apply to the provision of services or the rental of operating assets in a Low Voltage grid or in a low-voltage installation of the Customer. Such services and products include, for example, the installation and rental of charging stations for electric transport, batteries for the storage of electricity or facilities for low voltage distribution in transformer substations. The Agreement describes which Fudura products or services are subject to these Additional Product Conditions.
2. These Additional Product Conditions for Infra Services and rental in a Low Voltage grid are always in addition to the General Conditions Fudura B.V. 2023 and the Product Conditions for Infra Services and rental, respectively the Product Conditions for Metering Services.

Article 2 Installation responsibility and work responsibility

1. Contrary to article 7 of the Product Conditions for Infra Services and Rental Fudura 2023, the Customer is Installation Responsible and Work Responsible for its entire electrical Installation.
2. The Customer agrees that in the case of Work performed by Fudura at the rented equipment, mutual working arrangements will be made between the Installation Responsible of the Customer and Fudura.

Article 3 Placement and installation

1. The installation, completion and commissioning of the Rented object will be carried out by a certified installer on behalf of the Customer. The certified installer shall carry out the said activities on the Rented object in accordance with NEN 1010 and - if applicable - NEN 3140.
2. Part of Fudura's offer is that - if applicable and without obligation - an offer from a certified installer is offered to the Customer for the said Work. If the Customer agrees with the installer offered through Fudura, Fudura will take care of the administrative handling of the engagement of the installer concerned and the payment of the costs for the Work on behalf of the Customer. In the latter case, the said costs may be included in the rental price. This will then be laid down in the Agreement.

Article 4 Operating activities

1. Contrary to article 6.11 of the Product Conditions for Infra Services and Leasing, the Customer is permitted to carry out operations at the Rented object in the event of a failure at the Rented object. In doing so, the Customer will follow the instructions given to it by Fudura and/or a partner engaged by Fudura.
2. The Customer is not permitted to change the setting of the main safety device, insofar as it is part of the rented object.

Article 5 Energy costs

Energy costs for the use as well as - if applicable - the own consumption of an asset, shall be borne by the Customer.

Article 6 Ownership

1. The rented object is and remains the property of Fudura. Cables, including connections and other auxiliary items that have been laid or installed specifically for the Customer's location, become the property of the Customer.
2. The Customer will promptly notify Fudura of any situations that may affect Fudura's ownership, such as a bankruptcy or the sale of the land.
3. On Fudura's demand, the Customer will lend its cooperation in the creation of a real right of superficies for an indefinite period of time for the benefit of Fudura. Title to any cables, including connections and other auxiliary items, that have been laid or installed specifically for the Customer's location, will pass to the Customer immediately upon completion, unless the parties have specifically agreed otherwise.

Article 7 Data processing

Fudura records the usage data of the Rented object in order to be able to continue to offer the service correctly and to provide the Customer with relevant information. Customer agrees that Fudura will use these data in anonymous form for research, analysis, and publication.

Article 8 Final provision

These Product Conditions may be cited as "Additional Product Conditions for Infra Services and Rentals in a Fudura 2023 Low Voltage Network".



Product Conditions for Metering Services

Article 1 Product conditions for Metering services

The Product Conditions for Metering Services apply to all services offered by Fudura in relation to a Metering Device, such as, for example, the installation, operation and/or maintenance of a Metering Device, the reading of the stored data in the Metering Device that is or has been made available by the Customer, and the transfer of the metering data to system parties, such as the Grid operator and to agreed third parties. Metering services therefore also include the implementation of the Metering Responsibility as referred to in article 7 below.

Article 2 Duration, start and end of the Agreement

1. The duration of the Agreement (contract period) is laid down in the Agreement. If no term is specified in the Agreement, a term of five years will apply from the commencement date of the performance of the Metering Services by Fudura.
2. Upon expiry of the original term, the Agreement will be tacitly renewed for a period of (each) one year at the then applicable rates, unless the Customer notifies Fudura in writing that the Agreement will end at the end of the original or the extended contract period. This is subject to a notice period of two months before the end of the original or extended contract period. This notice period commences on the first day of the month following the termination.
3. In case of interim termination of the Agreement by Customer, Customer continues to owe the compensation as applicable until the end of the originally agreed contract period, including any tacit extensions as referred to in paragraph 2 of this article.
4. In the event of a sale, strike or relocation of the Customer's company, the surrender amount referred to in paragraph 3 of this article is not due if a prospective Customer enters into a new Agreement with Fudura at the same location for the same Metering Device immediately after the Agreement has been entered into.
5. Termination of the Agreement by Fudura will be effected in writing, stating the reasons, and is only possible in the event of compelling interests and subject to a notice period of at least six months.
6. Fudura's obligations under the Agreement will in any event terminate with immediate effect if Fudura's designation as a Metering Responsible Party lapses or is revoked.

Article 3 Execution of the Activities

1. Before installing the Metering Device, the Customer will provide Fudura free of charge with a location that meets the requirements set by Fudura. The costs of adapting the location to Fudura's requirements will be borne by the Customer.
2. The costs of installing and installing the Metering Device, as stated in the offer, will be borne by the Customer.
3. The room where the Metering Device is installed must be suitable for wireless telecommunication and there must be a 230V socket with protective earth in the immediate vicinity of where the Metering Device is installed. Fudura shall not be liable for costs of any kind if the space is found not to comply with these conditions when the Metering Device is delivered. If, for example, additional provisions are required to enable wireless telecommunication, the Customer will bear the associated costs.

Article 4 Removal, relocation, modification, and replacement

1. A Metering Device will only be removed, moved, modified, or replaced under the responsibility of Fudura, after prior notification to and as far as possible in consultation with the Customer.
2. The removal, relocation, modification or deactivation of the Metering Device will be at the expense of the Customer, if any:
 - a) this will take place at the Customer's request;
 - b) it is the result of the Customer's acts or omissions, unless it can be demonstrated that such acts or omissions are the result of circumstances beyond the Customer's reasonable control;
 - c) modification of the contracted transmission capacity and/or annual consumption requires or results in a necessary modification of the Metering Device;
 - d) changes in legislation and regulations make this necessary;
 - e) this another the result of a transfer from the Customer to another Metering Responsible Party.
3. Any cost-increasing circumstances in connection with the removal, (re)installation, modification, or replacement that cannot be attributed to Fudura will be borne by the Customer. A cost-increasing circumstance may be that a Grid Operator wants/must be present when entering a location.
4. If the Customer does not give Fudura the opportunity to install, check, modify, or remove a Metering Device at the agreed time, or if the Customer's installation is not ready for the Work at that time, Fudura's call-out and handling costs will be borne by the Customer.
5. The Customer will make the Metering Device available to Fudura in good condition after the expiry of the Agreement and may choose between the following options:

- a) The Customer will, at its own expense and risk remove or, if necessary and/or required by law, cause the removal by a certified fitter of, the Metering Device, including any peripheral equipment, and will ensure that the materials are delivered to Fudura in the condition in which they were before disassembly, within two weeks of the Metering Device being exchanged;
 - b) the removal of the Metering Device will be carried out by and under the responsibility of Fudura, with the costs of disassembly being charged to the Customer.
6. If, after expiry of the Agreement, the Customer fails, or is unable, to make the Metering Device available to Fudura within the period set out in article 4.5 under a, it will be liable to compensate Fudura and, without any further notice of default being required, to pay a penalty of EUR 462 (in words: four hundred and sixtytwo euros), price level 2023, for electricity metering with a capacity up to 5 MW. Such amount will be indexed annually as referred to in article 6, paragraph 3, of the General Terms and Conditions. For larger electricity metering operations and for gas metering operations, the penalty will be calculated on a case-by-case basis.
 7. The Customer must give Fudura the opportunity to perform the work which is necessary for the termination of the Agreement within the notice period.
 8. If Fudura cannot proceed to the removal due to causes attributable to the Customer, the obligations of the Customer under the Agreement will remain in force until removal has taken place at the expense of the Customer.

Article 5 Maintenance and malfunctions

1. During the term of the Agreement, Fudura shall keep the Metering Device in a good state of repair at its own expense with due observance of maintenance instructions and maintenance intervals based on maintaining the functionality of the Metering Device.
2. The Customer is obliged to cooperate free of charge in maintenance and malfunctioning work.
3. Any malfunctions in the Metering Device must be reported to Fudura by the Customer forthwith, or in any event within 24 hours of occurrence of the malfunction or detection thereof by the Customer, via the malfunction number available at www.fudura.nl/en/malfunction.
4. In the event of malfunctions, Fudura will make every effort to be present at the Metering Device within the response time specified in the Metering Code. 5. The costs of repairing or eliminating the malfunction in the Metering Device will be borne by Fudura unless the malfunction can be attributed to:
 - a) to an activity on the part of the Customer or any third parties engaged by it;
 - b) the malfunction report was unfounded;
 - c) the malfunction was caused by external influences for which Fudura is not responsible.

Article 6 Ownership of the Metering Device

Unless otherwise agreed, the equipment installed under the responsibility of Fudura is and will remain the of Fudura. The Customer is obliged to take the necessary measures or to cooperate in guaranteeing Fudura's right of ownership. The Customer indemnifies Fudura against any claims by third parties on the equipment installed by Fudura in connection with an (alleged) claim by those third parties against the Customer.

Article 7 Metering responsibility

1. As Metering Responsible Party, Fudura shall perform the following tasks:
 - Supply and place a Metering Device;
 - Reading the metering data or, in case of remote reading, collecting the metering data;
 - Store the metering data;
 - Determine and validate the consumption on the basis of the metering data;
 - Send the consumption data to the Grid Operator(s);
 - Periodically check and maintain the Metering Device.
 - Repairing malfunctions in the Metering Device.
2. The Customer has one or more large consumers of electricity and/or gas.
3. By entering into the Agreement, the Customer will transfer its Metering Responsibility to Fudura.
4. The Customer grants Fudura a power of attorney to request information from relevant registers (including the connection register of the Grid Operator) in the context of this transfer.

Article 8 Provisions relating to the Metering Device

1. The Metering Device shall comply with the conditions laid down in or pursuant to the Act and in particular, where applicable, with the conditions referred to in the Metering Code(s).
2. The Customer shall ensure that the Metering Device is always easily accessible and readable. The customer must also protect the Metering Device against damage and breakage of the seal.
3. The Customer shall not:
 - a) cause nuisance or damage to Fudura and/or third parties by means of the Metering Device;
 - b) break seals applied by or on behalf of Fudura or have them broken;

- c) perform acts or have acts performed or create a situation that prevents the normal functioning of the Metering Device or that prevents the application of Fudura's tariff and reimbursement system or that makes it impossible to apply it correctly.
4. If the space and the equipment there, or part thereof, have not become easily accessible, Fudura will be entitled to remove the obstructions or make changes to the Metering Device at the Customer's expense after a reminder has been issued.
5. The Customer will, in so far as it can reasonably be expected to do so, ensure that no action is taken to prevent or impede Fudura's business operations. The Customer will also ensure that no action is taken that could endanger the Metering Device or pose a threat to persons or property.

Article 9 Determination of the volume of Energy transmitted

The quantity of transmitted Energy shall be metered in accordance with the conditions laid down in or pursuant to the Act and, where applicable, the conditions referred to in the Metering Codes. The data obtained by the Metering Device shall be binding, without prejudice to the provisions of Articles 10 and 11 of these Product Conditions.

Article 10 Examination of the Metering Device in the event of doubt as to its accuracy

1. If there is any doubt as to the accuracy of the metering, either the Customer or Fudura may require that the Metering Device be inspected. Fudura shall inform the Customer, as far as possible in advance, when the survey will take place and/or when the Metering Device will be removed for survey. Fudura will inform the Customer of the investigation options and of the costs of the investigation.
2. The investigation referred to in paragraph 1 of this article will be carried out by Fudura, unless the Customer requires an investigation to be carried out by another competent agency. The Customer will have the right to be present or to be represented at the investigation, entirely at the Customer's own expense and risk.
3. The accuracy of the metering shall be assessed on the basis of the conditions laid down in the Electricity Act 1998 or the Gas Act and – if applicable – the conditions referred to in the Metering Codes.
4. The costs of the examination and replacement of the Metering Device shall be borne by the person at whose request the examination is carried out. If an investigation shows that the deviation of the Metering Device is greater than permitted, the costs of the investigation shall be borne by Fudura.
5. Fudura will keep the Metering Device available for further investigation until six weeks after dispatch of the result of the investigation referred to in paragraph 1 of this article. If a dispute is submitted, Fudura will retain the Metering Device in question or, in the event of relocation, be able to trace it until a decision has been reached on the dispute or the dispute has otherwise been terminated. If the Metering Device is not owned by Fudura, the owner of the Metering Device will be subject to the obligations referred to in this paragraph.

Article 11 Consequences of incorrect metering

1. If the investigation referred to in Article 10 of these Product Conditions shows that the deviation of the Metering Device is greater than permitted, Fudura shall determine the amount of Energy transmitted on the basis of the relevant provisions in the Metering Codes. Recalculation shall take place over the period that the Metering Device has functioned incorrectly, in accordance with the provisions of the Metering Codes.
2. If the Metering Codes do not provide a manageable standard for determining the amount of Energy transmitted, Fudura may estimate the amount of Energy transmitted in the relevant period on the basis of the best data available to Fudura in this respect, which may serve as a standard:
 - a) the quantity of Energy transmitted in the corresponding period of the previous year; or
 - b) the average quantity of energy transmitted in a preceding or subsequent period; or
 - c) another reasonable standard to be determined after consultation with the Customer.

Article 12 Consequences of non-compliance with the Agreement

1. Fudura will be authorised, after prior notice – unless this is not possible for urgent reasons, including safety and prevention of fraud – to remove or deactivate all or part of the Metering Device if and for so long as the Customer fails to comply in any way with the Agreement, the Product Conditions for Metering Services, the General Terms and Conditions or the applicable rules and regulations. Such a situation may occur, among other things, if:
 - a) the Metering Device does not comply with the provisions in or pursuant to the Electricity and/or Gas Metering Codes;
 - b) one or more of the prohibitions or other provisions set out in these Product Conditions for Metering Services have been violated;
 - c) The Customer is in default of payment of any claim relating to the Metering Device or any other related claim that Fudura has against the Customer. The same shall apply if Fudura has a claim in respect of a Metering Device for another or previous connection to the electricity or gas network.

2. The measures referred to in paragraph 1 of this article will not be reversed until the reason for them has lapsed and the costs of these measures and of their reversal, as well as the costs of the damage suffered by Fudura in connection therewith, have been paid in full. Fudura may attach further conditions to the undoing of the measures.
3. Fudura will only exercise its right to remove or deactivate the Metering Device if and in so far as this is justified by the Customer's failure to comply with its obligations.

Article 13 **Final provisions**

These Product Conditions may be cited as: 'Product Conditions for Fudura 2023 Metering Services



Additional Product Conditions for non-chargeable metering

Article 1 **Applicability**

Non-chargeable meterings includes meters for electricity, gas, heat, cold or water. In case Fudura provides a nonchargeable metering, the Product Conditions for Metering Services shall apply Fudura 2023, with the exception of article 7 paragraphs 1 to 3 (Metering Responsibility), article 8 paragraph 1 and article 10 paragraph 3 (reference to Metering Codes).

Article 2 **Final provision**

These Product Conditions may be cited as: 'Additional Product Conditions for Non-Chargeable Meterings Fudura 2023'.



Product conditions for provision of services and performance Activities

Article 1 Applicability

These Product Conditions apply to the Agreement between Fudura and the Customer for the provision of services and performance of Work in combination with the General Conditions of Fudura B.V. 2023. These Product Conditions apply to all services offered by Fudura with respect to the performance of one-off and/or periodic (maintenance) Work.

Article 2 Duration, start and end of the Agreement

1. To the extent that a term of the Agreement is applicable, it shall commence on the commencement date set out in the Agreement.
2. If the Agreement includes a multi-annual maintenance contract, the Agreement will be tacitly renewed (each time) for a period of one year at the rates then applicable, unless one of the parties confirms in writing to the other party before the expiry of the original or extended term that the Agreement will end at the expiry of the original or extended term. This is subject to a notice period of two months before the expiry of the original or extended term. This period of notice commences on the first day of the month following the termination.

Article 3 Performance of work

1. The performance and maintenance work shall be carried out in such a way that the work meets the requirements arising from the Agreement on the fixed date of delivery or during the fixed maintenance period.
2. If, for any reason whatsoever, Fudura is required to cooperate with a third party designated by the Customer, or if the Customer has instructed Fudura to subcontract the performance of certain tasks to a third party, the Customer will bear responsibility for that third party. Any and all damage resulting from a defect in the actions of the third party will be at the Customer's expense and risk. If Fudura has thus subcontracted a third party, the obligations imposed on Fudura will not exceed those of the third party towards Fudura in respect of the relevant parts of the Work vis-à-vis the Customer.
3. If agreed, the delivery time will be observed as much as possible but will never be regarded as a strict deadline.
4. The Work will be deemed to have been completed if Fudura has notified the Customer that the Work has been completed and tested and is ready for operation and the Customer has inspected and accepted the Work within ten working days or if the Customer has commissioned all or part of the Work. If the Customer fails to accept the Work within ten working days, the Work will be deemed to have been completed after those ten working days. The Customer will not withhold its approval of the Work on grounds of defects that do not preclude the Customer's commissioning of the Work. In each of the foregoing situations, the date of delivery will be the date of dispatch of the notice.
5. Any defects found by the Customer during the inspection will be repaired by Fudura. After repair, paragraph 4 of this article will apply again. Detected defects and the repair work do not entitle the Customer to suspend the payment of invoices.
6. The results of checks, tests, and trials will be recorded in reports on behalf of the Customer.
7. If agreed upon, Fudura will instruct the persons, designated by the Customer with regard to putting the Work into operation and keeping it operational.
8. The risk of the Work will pass to the Customer upon completion, unless the Parties agree that the risk will pass at an earlier time, for example, without limitation, the situation where the Work is partially completed or all or part of the Work is commissioned by the Customer.

Article 4 Changes and contract extras

1. The Customer is entitled to instruct Fudura in writing to make changes to the specifications.
2. Fudura will, as soon as possible after receipt of the change, inform the Customer about the change. (planning) technical and financial implications of that amendment for the implementation of the Agreement. After this notification, the Customer may decide to transfer the amendment to Fudura. Fudura will accept this amendment, unless Fudura cannot reasonably be expected to do so. Customer is obliged to pay the additional costs of the changes.
3. Any additional and/or extra work that is not covered by the Agreement will be charged as contract extras at the rates and on the terms as prevailing at the time of performance. If the (necessary) work allows, Fudura will notify the Customer thereof in advance. Contract extras will be understood to include, without limitation, additional length of cables, the use of additional materials due to changes in circumstances or additional wishes from the Customer, etc.
4. Proposals by Fudura for amendments will be discussed with the Customer with due observance of the above provisions.

Article 5 Maintenance and malfunctions

1. Any malfunctions in the Customer's System must be reported to Fudura by the Customer forthwith, but in any event within 24 hours of occurrence of the malfunction or detection thereof by the Customer via the general service number available at www.fudura.nl/storing, unless a special malfunction number has been made available to the Customer within the framework of the Agreement, in which event such number must be used.
2. In the event of malfunctions, Fudura will make every effort to be present at the Customer's premises within the response time laid down in the Agreement.
3. The costs of repairing or eliminating the malfunction will be borne by the Customer unless the cause of the malfunction can be attributed to Fudura.

Article 6 Materials

1. Where possible, Fudura will keep in stock the necessary regular materials and spare parts, such as cables, sleeves, end caps, safety relays, emergency power supplies, measuring equipment, and such like. The costs thereof will be payable by Fudura, unless agreed otherwise.
2. All materials released during the Work to be performed by Fudura will remain the property of the Customer. Usable materials will be stored by the Customer in its warehouse. Non-usable materials and, for example, packing materials will be removed by the Customer at its expense or included in its waste flows.

Article 7 Final provision

These Product Conditions may be cited as "Product Conditions for Services and Operations Fudura 2023"



Additional Product Conditions for Data Services

Article 1 **Applicability**

1. These Additional Product Conditions for Data Services apply to the provision of services relating to the (additional) processing of data from Metering Devices, whether or not chargeable. Such services and products include, for example, the collection and processing of data for the SDE+ scheme, My Fudura, Fudura web services, data reporting or ODA services. The Agreement defines which Fudura products or services are subject to these Additional Product Conditions.
2. These Additional Product Conditions for Data Services always supplement the General Conditions of Fudura B.V. 2023 and the Product Conditions for Infra Services and Rental, respectively the Product Conditions for Metering Services.

Article 2 **Use of log-in-data**

1. If a Customer is given access to a digital environment made available by Fudura, the Customer who receives a personal login name and password for the use of Data Services will be responsible for the careful use thereof.
2. Fudura has the right to block the use of Data Services if there are indications that the login details and password are being misused or if one or more of the provisions or regulations set out in or pursuant to these Product Conditions have not been or are not being complied with and the exercise of that right by Fudura is justified.

Article 3 **Continuity**

Fudura cannot guarantee that the Customer will be able to make continuous use of the Data Services, because Fudura is dependent on third parties for its services, including internet providers, telecommunication providers, network operators, ODA's (other service providers) or energy suppliers.

Article 4 **Informing Fudura**

If a Metering Device is equipped with a modem with impulse connection that is not supplied by Fudura, and such modem is exchanged or removed, the Customer must notify Fudura thereof in writing and in advance in view of the setting of the correct impulse value. In such event, Fudura will not be responsible or liable for the proper functioning of the Metering Device until such time as the correct values have been set.

Article 5 **Authorisation to retrieve metering data**

The Customer authorises Fudura, and if necessary, provides a signed statement to this effect, to collect consumption data from third parties (monthly and/or interval and/or daily modes) for the purpose of providing Data Services.

Article 6 **Intellectual property user interface and Data Services**

1. The user interface and functionality of the Data Services are and remain the intellectual property of Fudura. They may not be copied in any way without the written authorisation of Fudura.
2. All consumption and customer data that are part of the Data Services are and remain the property of Customer. Fudura will be entitled to use this data for the purpose of providing the Data Services and improving its services.

Article 7 **Final provision**

These Product Conditions may be cited as: "Additional Product Conditions Data Services Fudura 2023".

