



kenter

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

2017

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1 Definitions

In the event of any inconsistency or ambiguity in relation to the meaning of any word or phrase in this translation, the Dutch text shall always prevail.

The terms described in these Product Terms and Conditions which are written with a capital have the meaning as defined in the General Terms and Conditions, or, insofar as they are not defined therein, the meaning stated hereafter:

General Terms and Conditions

Kenter's General Terms and Conditions, as these are altered from time to time.

Installation Responsibility

The responsibility for the performance and guaranteeing of the obligations and requirements for an installation controller as referred to in Article 11 of these Product Terms and Conditions.

Product Terms and Conditions

These Kenter Product Terms and Conditions of Periodic Services for Infrastructure, as these are altered from time to time.

2 Applicability

These Product Terms and Conditions, together with the General Terms and Conditions, apply to and form an integral part of all Offers and Contracts, including alterations and additions thereto, relating to the execution by Kenter of periodic Services and/or Work, for and related to the letting and the management and maintenance of infrastructure (including electrical installations).

3 Term and termination

3.1

Unless otherwise is agreed in the Contract, the Contract is entered into for an open-ended period of time. The Contract starts on the date when Kenter starts the performance of the Contract.

3.2

The parties can terminate the Contract subject to a notice period of six (6) months. In addition, Kenter has the right to terminate the Contract in the cases referred to in Article 4 of the General Terms and Conditions.

4 Performance of the Contract

Kenter will endeavour during the term of the Contract to carry out the Work and Services in accordance with the provisions of the Contract. Kenter will execute the Contract in accordance with its own (technical) insight in order to provide a good quality service. Kenter is at all times entitled to alter Services and/or Work or to replace specific parts thereof by other parts on condition that the essential character of the relevant Services and/or the Work, or parts thereof, will be maintained.

5 Rates

In deviation from Article 7.1 of the General Terms and Conditions, Kenter has the right to increase the fee for periodic Work and/or Services by a higher amount than is in accordance with CBS price index figure for commercial services (Services Price Index, DPI), if there is an increase of more than 5% of the price-determining factors, being material costs and/or price increases on the part of Kenter's suppliers.

6 Ownership

6.1

The Leased Property is and remains the property of Kenter or of a company affiliated with Kenter.

6.2

Kenter has the right to sell the Leased Property or to encumber the Leased Property with a personal or real right. This will not infringe the Principal's rights. The Principal unconditionally agrees to such encumbering in advance.

6.3

The Principal may not sublet the Leased Property or otherwise make it available to third parties without Kenter's consent.

7 Location

7.1

The Principal is responsible for Kenter being able to carry out the Work and Services safely at the location where the Contract is to be performed.

7.2

On behalf of the Leased Property, the Principal will make a location available free of charge which satisfies the requirements set therefore by Kenter. All costs connected with the fitting out and adjustment of this location, as well as the placement and construction of the Leased Property on this location, are at the Principal's expense.

7.3

If the Principal is not the owner of the location as referred to in the preceding paragraph, he guarantees that the owner agrees to all actions which Kenter or third parties designated by Kenter must carry out on the basis of this Contract. Upon request the Principal will present the written proof of the consent referred to above.

8 Removal, alterations, replacements, relocation, and

8.1

The Principal is not permitted to remove, relocate, replace or make alterations to the Leased Property.

8.2

If the Leased Property is removed, relocated, replaced or altered during the term on the Principal's request, the costs thereof are at the Principal's expense. Insofar as the alterations also entail alterations in the fee owing, these altered fees apply for the remaining term of the Contract.

8.3

If upon termination of the Contract the Leased Property must be removed, Kenter will charge one-off costs for the removal of the Leased Property and the taking of the necessary measures to secure the installation.

9 Use

9.1

The Principal is obliged to treat the Leased Property carefully in accordance with the nature, designated use and technical characteristics of the Leased Property. The Principal may not use the Leased Property for other purposes than those for which it is intended.

9.2

The Principal will allow the installation to be temporarily decommissioned on behalf of management, maintenance and replacement work.

9.3

Upon the termination of the Contract the Principal is obliged to make the Leased Property available to Kenter in good conditions.

10 Insurance

The Principal is obliged to insure the Leased Property during the term of the Contract on the basis of new value against risks such as theft and fire. In this respect the Principal must agree with the insurer on behalf of Kenter that Kenter can recover any loss directly from the insurer without intervention of the Principal. Kenter can demand written proof of the insurance.

11 Installation Responsibility

11.1

If such is agreed in the Contract Kenter will execute Installation Responsibility on behalf of the Principal

during the term of the Contract with regard to the installations which are listed in the Contract. Kenter will execute Installation Responsibility in conformity with the applicable legislation and regulations and in accordance with the applicable NEN standards.

11.2

Before the start of the Installation Responsibility the Principal will furnish all relevant details, (malfunction) information, reports and documents to Kenter. On the basis of these details and information Kenter will give advice on (the optimal management of) the installation and any necessary replacements.

11.3

In order to prevent malfunctions and to increase the safety and operational certainty of the management components, the Principal will cooperate in affixing sensors and will allow Kenter to use the obtained data to develop knowledge rules therefore.

11.4

If Kenter executes the Installation Responsibility for an installation which is not made available by Kenter, the costs of any replacements and the components necessary therefore are at the Principal's expense.

11.5

If the Installation Responsibility is executed by the Principal or a third party engaged by the Principal, the applicable legislation and regulations and NEN standards will be applied.

11.6

Unless otherwise agreed the Principal or third parties engaged by the Principal is/are not permitted to execute operational actions in respect of the Leased Property or to carry out work on the Leased Property.

12 Malfunctions

12.1

Malfunctions in the Leased Property and/or the installation for which Kenter executes the Installation Responsibility must be reported within twenty-four (24) hours after the malfunction has been noted.

12.2

In the event of a malfunction Kenter will endeavour to be present within the agreed response time to

rectify the malfunction. In the event several malfunctions take place simultaneously Kenter has the right to apply its priority policy. Kenter will endeavour to resolve the malfunction within the agreed term, insofar as applicable.

12.3

The Principal is obliged to cooperate with malfunction activities free of charge. The costs for repair or elimination of the malfunction of the Leased Property are at Kenter's expense, unless the malfunction is attributable to an activity of the Principal. The costs of emergency measures to keep the power supply operational during a malfunction are at the Principal's expense.

13 Liability and loss

13.1

In addition to the provisions of Article 8 of Kenter's General Terms and Conditions Kenter is only liable for direct loss relating to persons and goods, which is suffered by the Principal, insofar as this loss was caused by Kenter in the performance of the Contract and this loss can be attributed to Kenter. The foregoing only applies insofar as the liability is covered by Kenter's insurance.

13.2

In all cases the liability is limited to two times the annual sum of the periodic fees for the Work and Services owed by the Principal.

13.3

If the Leased Property is destroyed on the basis of circumstances for which the Principal should have taken out insurance on the basis of the provisions in Article 10 and the Principal failed to take out such insurance, the Principal is liable and the Principal must compensate Kenter for the new value of the leased Property.

14 Final provisions

14.1

These Product Terms and Conditions became effective on 7 August 2017 and can be cited as "Product Terms and Conditions of Periodic Services for Infrastructure of Kenter B.V".

14.2

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