



**kenter**

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

**2022**

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## 1 Definitions

### 1.1

The services for infrastructure Kenter B.V. periodically referred to in these product terms and conditions. **(Product Terms and Conditions)** capitalized terms shall have the following meanings insofar as they are not defined in the General Terms and Conditions defined below:

#### **General Terms and Conditions**

The General Terms and Conditions of Kenter B.V., as amended from time to time.

#### **Party responsible for the Installation**

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

#### **Installation responsibility**

Responsibility for fulfilling and guaranteeing the obligations and requirements of the Party responsible for the Installation as referred to in Article 5 of these Product Terms and Conditions.

## 2 Scope

### 2.1

These Product Terms and Conditions, in addition to the General Terms and Conditions, apply to, and form an integral part of, all Offers and Agreements, including amendments thereto and supplements thereto, relating to the performance by Kenter of periodic services and/or Work for and/or related to the rental and maintenance of Infrastructure.

## 3 Duration and termination

### 3.1

The term of the Agreement for periodic services and/or Work is stated in the Agreement for periodic services and/or work and may vary with respect to the nature of the services. If no term is specified in the Agreement, the provisions of Article 3.2 shall apply.

### 3.2

Agreements for periodic services and/or periodic Work are entered into for a specified term. This particular term is defined per Product by Kenter in

the periodic services specification. In the unlikely event that the specified term is missing in the periodic services specification, a specified term of five (5) years) from the effective date will apply. If no effective date is specified, the effective date shall be the date on which Kenter actually began performing the periodic services and/or periodic Work

### 3.3

Termination of the Agreement for periodic services and/or periodic Work by a Party is only possible towards the end of the term and subject to a notice period of at least 6 (in words: six) months. Termination of the Agreement for periodic services and/or periodic Work shall be in Writing. If the term of the Agreement has expired and no notice of termination has been given, the Agreement will always be tacitly renewed for one (1) year, in which case the Parties may terminate the Agreement for periodic Work in writing by the end of the term with due observance of a notice period of at least 6 (in words: six) months.

### 3.4

If, contrary to the provisions of this article 3, periodic services and/or periodic Work terminate, feasibly, during the term, the periodic fees for the remaining term of the term and the disposal fee for collection of the Rented Property shall be immediately due and payable. In the case of an Agreement that continues for an indefinite period of time, the duration of the notice period shall count as the remaining term. Kenter will charge these costs to the Client by means of an invoice, which must be paid immediately by the Client.

### 3.5

If the Agreement stipulates that the Agreement has been entered into for an indefinite period, the Parties may terminate the Agreement in Writing with due observance of a notice period of at least 6 (in words: six) months.

## 4 Performance of the agreement

### 4.1

The costs for replacing Infrastructure or parts thereof shall be borne by Client, unless Client rents the Infrastructure from Kenter.

**4.2**

If necessary for the performance of Work, the Client shall allow the installation to be temporarily taken out of service. Kenter strives to keep interruptions as short as possible.

**4.3**

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

## 5 Installation responsibility

**5.1**

If and to the extent that the Installation Responsibility for the Infrastructure mentioned in the Agreement that belongs to Client has been transferred by Client to Kenter, Kenter shall exercise such responsibility as a reasonable contractor, acting in accordance with applicable safety standards.

**5.2**

Kenter shall not be deemed to have accepted the Installation Responsibility until after Kenter has confirmed this in Writing to the Client. Client shall provide Kenter with all data relevant in connection with the Installation Responsibility, including (failure) information, reports and documents of the Infrastructure. Client guarantees the completeness and accuracy of the relevant data.

**5.3**

Kenter may impose conditions for exercising Installation Responsibility. If, in the opinion of Kenter, the Infrastructure must be modified or the range of tasks must be expanded or changed in order to permanently comply with the obligations under the Installation Responsibility, Kenter is entitled to adjust the Agreement accordingly. Kenter will inform Client of this adjustment. Any costs of adjustments or maintenance of the Client's installation(s) deemed necessary by Kenter shall be borne by the Client.

**5.4**

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

## 6 Failures

**6.1**

Failures to the Rented Property and/or to the Infrastructure for which Kenter exercises Installation responsibility must be reported to Kenter by the Client through the number of the fault clearing service within twelve (12) hours after the fault is noticed .

**6.2**

In the event of a failure, Kenter will make every effort to be present within the agreed response time to remedy the failure. In the event that failures occur simultaneously at multiple clients of Kenter, Kenter is entitled to apply its priority policy.

**6.3**

The costs of repairing and/or eliminating a failure and the costs of making emergency arrangements to maintain power supply during a failure shall be borne by Client. If Client rents Infrastructure from Kenter, the provisions of article 8.2 and article 8.3 shall apply.

**6.4**

If a (failure) report shows that the cause of the failure is not located in the Rented Property and/or Infrastructure for which Kenter exercises Installation Responsibility, the call-out and other costs incurred by Kenter shall be borne by the Client.

**6.5**

Client is obliged to cooperate free of charge in resolving failures.

## 7 Fees, rates and payment

**7.1**

As soon as Kenter delivers or makes the Rented Property available at the location, the Client shall owe the rental fees to Kenter. Fees for performing services, including maintenance for the Infrastructure are payable by Client at the time the Infrastructure is ready to be energized.

**7.2**

If work is performed by Kenter that is not covered under the Agreement, the costs will be charged in the form of additional work at the rates and conditions in effect at the time of performance. If possible, Kenter will notify Client in advance of any additional work.

**7.3**

Additional work resulting from necessary work up to an amount of 1,500.00 euros, may be performed

directly and without an order from the Client. If the costs are higher, prior agreement or assignment by Client shall be required.

## I Additional rental provisions

In the event Infrastructure is rented from Kenter (the Rented Property as defined in the General Terms and Conditions), the provisions of articles 8 until 14 shall apply in addition to the foregoing articles 1 until 7.

## 8 Installation responsibility and failures

### 8.1

Kenter shall exercise the Installation Responsibility referred to in article 5.1 for the Rented Property.

### 8.2

The costs of repairing and remedying failure(s) in the Rented Property shall be borne by Kenter, unless the failure in question is attributable to an activity or at least attributable omission on the part of the Client, in which case such costs shall be borne by the Client.

### 8.3

The costs of making emergency arrangements to maintain power supply during a failure shall be borne by the Client.

## 9 Ownership

### 9.1

The Rented Property is and shall remain the property of Kenter.

### 9.2

Without Kenter's consent, the Client may not sublet or otherwise make the Rented Property available to third parties.

### 9.3

The Rented Property may not be encumbered with any restricted right or otherwise given as security to third parties without the consent of Kenter. Nor may the Rented Property be encumbered with any personal or real right without Kenter's consent.

### 9.4

At Kenter's request, the Client shall provide all cooperation (free of charge) for the establishment of any rights in rem desired by Kenter, including a right of superficies over the Rented Property or an

easement to provide access. The rights in rem will be agreed according to Kenter's standard terms and conditions, and the costs of establishing them shall be borne by the Client.

### 9.5

If the Rented Property is destroyed as a result of circumstances for which the Client should have insured itself under the General Terms and Conditions and the provisions of article 13(1) and the Client has failed to do so, the Client shall compensate Kenter for the new value of the Rented Property.

## 10 Location

### 10.1

The Client will provide a location for the Rented Property free of charge that meets the requirements set by Kenter. All costs in connection with the furnishing and adjustment of this location, as well as the placement and construction of the Rented Property at this location, shall be borne by the Client.

### 10.2

If a party other than the Client is the owner of the location referred to in the preceding paragraph, the Client guarantees that the owner will agree to and render its unconditional cooperation in the establishment of any (property) rights desired by Kenter as referred to in article 9.4. Client shall submit written evidence of the aforementioned consent or cooperation upon Kenter's first request.

## 11 Obligations of client

### 11.1

Client is obliged to or shall warrant that:

- a. the Rented Property shall be handled with care and be used in accordance with its nature, purpose and technical qualities;
- b. measures are taken or allowed (at Kenter's first request) to protect the Rented Property against overloading in order to prevent breakdowns and to preserve the useful life of the Rented Property;
- c. the Rented Property is not loaded beyond the rated load according to the standards in force, to be corrected to the location of installation;
- d. the facility is selectively secured with respect to Kenter's Rented Property.

**11.2**

Client and/or third parties or auxiliary persons engaged by Client are not permitted i) to perform operating, switching or other work for installation(s) for which Kenter is the Party responsible for the Installation and ii) to gain access to the space in which these installation(s) are located. Requests to perform this work shall be reported to Kenter in Writing in advance. The costs for such work (including operation or switching work or work to provide access or supervision or other related work) shall be borne by the Client and shall be charged by Kenter at the rates and terms applicable at the time of performance.

## 12 Removal, relocation, modification and replacement

**12.1**

The Client shall not be permitted to remove, relocate, replace or modify the Rented Property without the consent of Kenter.

**12.2**

If the Rented Property is removed, relocated, replaced or modified during the term of the Agreement at the request of the Client, the cost thereof shall be borne by the Client. To the extent that the modifications lead to changes in the fee payable, those changed fees shall apply for the remaining term of the Agreement.

**12.3**

If upon termination of the Agreement the Rented Property is to be removed, the related one-time costs shall be borne by the Client. The costs of securing the installation and the measures necessary for this purpose shall also be borne by Client.

**12.4**

Upon termination of the Agreement, Client shall be obligated to make the Rented Property available to Kenter in good condition.

## 13 Final provisions

**13.1**

These Product Terms and Conditions shall take effect on December 15, 2022 and may be referred to as "Product Terms and Conditions periodical services for infrastructure Kenter B.V. 2022".

**13.2**

These Product Terms and Conditions can be accessed on [www.kenter.nu](http://www.kenter.nu).

## II Final