



## **General**

These general terms and conditions are designed to clarify the rights and obligations of the parties with respect to the activities to be carried out and to be taken out of the agreement relating to Freyr Trade & Services or affiliated legal entities, hereinafter referred to as Freyr.

## **Definitions**

1. **Supplier/service Provider:** Freyr Trade & Services BV (hereinafter: Freyr), established in Holwierde Under Chamber of Commerce Groningen nr. 75958511.
2. **Client:** The company with whom Freyr has entered into an agreement.
3. **Parties:** Freyr and Client together.
4. **Consumer:** A Client who is also an individual and who acts as a private person.
5. **Documents:** All goods made available to Freyr by Client, including documents or data carriers, as well as all goods produced by Freyr in the context of the performance of the contract, including documents or data carriers.
6. **PPE:** Personal Protective Equipment

## **Article 1: Applicability of terms and conditions**

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Freyr.
2. These general conditions consist of a general part and a special part. The general section consists of articles 1 to 39 of these conditions. If the offers or contracts concluded are also or exclusively 'executive work on site', then in addition to the general part, the provisions of the special Section I 'executive work on site', as referred to in the Articles 40 to 44 shall apply;
3. The parties may only deviate from these conditions if they have agreed expressly and in writing.
4. The parties expressly exclude the applicability of additional and/or deviating general terms and conditions of the Client or third parties.

## **Article 2: Offers and tenders**

1. Offers and quotations from Freyr are without obligation, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum of 1 month, unless a different acceptance period is stated in the offer or quotation.
3. If the Client does not accept an offer or quotation within the acceptance period, the offer or the quotation will expire.
4. Offers and quotations do not apply to reorders unless expressly agreed in writing.



### **Article 3: Acceptance of quotation or offer**

1. In the acceptance of a free quotation or offer, Freyr reserves the right to withdraw the quotation or offer within 5 days after receipt of the acceptance, without the Client being able to derive any rights from it.
2. Verbal acceptance of the Client connects Freyr only, after the Client has confirmed it in writing or electronically (e-mail).

### **Article 4: Prices**

1. All prices that Freyr states in quotations or proposals are in euros (€), are exclusive of VAT and exclude any other costs such as administration costs, levies and travel-shipping or transport costs, unless expressly stated otherwise or otherwise agreed.
2. All prices that Freyr applies to its products or services, on its website or otherwise disclosed, may be changed by Freyr at any time.
3. Increases in the cost price of products or parts thereof, which Freyr could not foresee at the time of making the offer or the establishment of the agreement, could result in an increase of the agreed price.
4. The consumer has the right to terminate an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of a statutory provision.
5. The price relating to a service is determined by Freyr based on the actual hours spent.
6. The price is calculated according to the usual and proposed hourly rates of Freyr, for the period in which the work is carried out, unless a deviating hourly rate has been agreed.
7. If parties have agreed a total amount for a service provided by Freyr, this amount should always be seen as an estimated amount, unless parties have agreed on a fixed price explicitly and in writing.
8. Freyr is entitled to deviate up to 15% of the estimated amount, as referred to in paragraph 7.
9. If the deviation of the estimated amount, as referred to in paragraph 7, exceeds 15%, Freyr shall inform the Client in good time why a higher price is justified.
10. If the deviation of the estimated amount, as referred to in paragraph 7, exceeds 15%, the Client shall have the right to terminate the part of the contract, which causes the deviation by 15% above the estimated amount.
11. Freyr has the right to adjust the prices annually.
12. Prior to the change, Freyr will communicate the price adjustments to the Client.
13. The consumer has the right to terminate the agreement with Freyr if he does not agree with the price increase.

### **Article 5: Consequences of not paying on time**

1. If the Client does not pay within the agreed deadline, Freyr is entitled to charge an interest rate of 1% per month from the day the Client is in default, counting part of one month for a whole month.
2. In addition, when the Client is in default, he owes extrajudicial collection costs and any other compensation to Freyr.
3. The collection costs are calculated based on the decision fee for extrajudicial collection costs.
4. If the Client does not pay on time, Freyr may suspend his obligations until the Client has fulfilled his payment obligation.
5. In case of liquidation, bankruptcy, seizure or suspension of payment on the part of the Client, the claims of Freyr on the Client are immediately payable.
6. If the Client refuses to cooperate in the execution of the agreement by Freyr, he is still obliged to pay the agreed prize to Freyr.



#### **Article 6: Right of advertising**

1. Once the Client is in default, Freyr is entitled to invoke the right of advertising in respect of the unpaid products delivered to the Client.
2. Freyr calls the right of advertising by means of a written notification or electronic communication.
3. As soon as the Client has been informed of the right of advertising invoked, the Client must immediately return the products to Freyr, unless the parties make other agreements on this right.
4. The costs of retrieving or bringing the products are borne by the Client.

#### **Article 7: Suspension right**

1. Unless the Client is a consumer, the Client shall waive the right to suspend the fulfilment of any obligation arising from this agreement.

#### **Article 8: Right of retention**

1. Freyr may rely on his right of retention and, in that case, keep the Client's products, until the Client has fulfilled all outstanding accounts towards Freyr, unless the Client has provided sufficient security for these costs.
2. The right of retention money is also based on previous agreements from which the Client still owes payments to Freyr.
3. Freyr is never liable for any damage that the Client may suffer because of the use of his right of retention.

#### **Article 9: Settlement of bills**

1. Unless the Client is a consumer, the Client revokes his right to settle a debt to Freyr with a claim on Freyr.

#### **Article 10: Reservation of Ownership**

1. Freyr will remain the owner of all products delivered until the Client has fully fulfilled all his payment obligations with regard to Freyr based on any agreement concluded with Freyr, including claims relating to the lack of performance.
2. Until that time, Freyr can rely on his reservation of ownership and take back the goods.
3. Before the product is transferred to the Client, the Client may not pledge, use, sell, dispose of or otherwise use the product.
4. If Freyr appeals to his reservation of ownership, the agreement shall be terminated and Freyr has the right to claim damages, lost profits and interest.

#### **Article 11: Delivery**

1. Delivery takes place while stock lasts.
2. Delivery takes place at the premises of the Client, unless the parties have agreed otherwise.



3. Delivery of online ordered products takes place at the address indicated by the Client.
4. If the agreed amounts are not met or are not fulfilled in time, Freyr has the right to suspend its obligation to deliver until the agreed amount is fully paid.
5. The Client cannot object to a delayed delivery caused by a late payment of Client.

#### **Article 12: Delivery time**

1. The specified delivery times stated by Freyr are indicative and do not give the Client any right to termination, discount or compensation, unless the parties have agreed otherwise explicitly and in writing.
2. The delivery time starts after the quotation or proposal is accepted by the Client and confirmed by Freyr in writing or electronically to the Client.
3. Exceeding the specified delivery time does not give the Client any right to compensation or discount, nor the right to terminate the agreement, unless Freyr cannot deliver within 14 days after being instructed to do so in writing, or parties have agreed otherwise.

#### **Article 13: Actual delivery**

1. The Client must ensure that the actual delivery of the products ordered by him can take place on time.

#### **Article 14: Transport costs**

1. Transport costs are borne by the Client, unless the parties have agreed otherwise.

#### **Article 15: Packaging and shipping**

1. If the packaging of a delivered product is opened or damaged, the Client must, before receiving the product, make a note of this by the forwarder or delivery agent, in the absence of which Freyr cannot be held liable for any damage .
2. If the Client himself is responsible for transporting a product, he must report to Freyr in the case of any visible damage to products or the packaging prior to loading and transport, in the absence of which Freyr cannot be held liable for any damage.

#### **Article 16: Insurance**

1. The Client undertakes to ensure the following matters are adequately insured and to keep them insured against, among other things, fire, explosion and water damage as well as theft:
  - Delivered items necessary for the implementation of the underlying agreement
  - Freyr business present at the Client
  - Items provided under reservation of title.
2. On the first request of Freyr, the Client gives the policy of this insurance for inspection.



#### **Article 17: Detention**

1. If the Client accepts the ordered products later than the agreed delivery date or term, the risk of any loss of quality is entirely for the Client.
2. Any additional costs incurred as a result of premature or delayed acceptance of products are entirely borne by the Client.

#### **Article 18: Assembly/Installation**

1. Although Freyr makes every effort to perform all assembly and/or installation work as well as possible, he bears no responsibility whatsoever except in the case of intent or gross negligence.

#### **Article 19: Warranty**

1. Where the parties have entered into an agreement with a service character, it shall contain only an obligation of effort for Freyr, not a obligation of result.
2. The warranty with respect to products applies only to defects caused by defective fabrication, construction or material.
3. The warranty does not apply in the case of normal wear and tear and damage resulting from accidents, modifications made to the product, negligence or improper use by the Client, as well as when the cause of the Defect cannot be clearly established.
4. The risk of loss, damage or theft of the products which are the subject of an agreement between the Parties shall be made to the Client at the time when they are legally and/or actually delivered, at least in the Client's power or third party receiving the product on behalf of the Client.

#### **Article 20: Exchange of product**

1. Exchange of product is only possible if the product has not been used and is returned in its original packaging.

#### **Article 21: Implementation of the agreement**

1. Freyr carries out the agreement to the best of its ability and in accordance with the requirements of good craftsmanship.
2. Freyr has the right to have the agreed service (partially) provided by third parties.
3. The execution of the agreement is by mutual agreement and after written agreement and fulfillment of the possible agreed advance payment by the Client.
4. It is the responsibility of the Client that Freyr can start the execution of the agreement in a timely manner.
5. If the Client has not ensured that Freyr can commence the execution of the agreement in a timely manner, the resulting additional costs will be borne by the Client.

#### **Article 22: Client Information**

1. The Client shall make available to Freyr all information, data and documents relevant to the correct execution of the agreement in a timely manner and in the desired form.



2. The Client is in charge of the correctness, completeness and reliability of the information, data and documents made available to Freyr, even if they originate from third parties, insofar as the nature of the agreement does not result otherwise.
3. If and to the extent that the Client requests this, Freyr will return the received information.
4. If the Client does not make the information, data or documents reasonably requested by Freyr available in time and the execution of the agreement is delayed, then the resulting additional Costs and payment of extra hours will be borne by the Client.

#### **Article 23: Duration of the agreement**

1. If a contract has been entered into for a fixed period of time, it shall be transformed after the expiry of the period into an agreement for an indefinite period of time, unless 1 of the parties the Agreement, taking into account a notice period of 2 months or a Consumer terminates the agreement taking into account a notice period of 1 months, the agreement shall terminate by operation of Law.
2. If the parties have agreed a deadline within the duration of the agreement for the completion of certain activities, this is never considered to be a fatal term. If this deadline is exceeded, the Client must default Freyr in writing.

#### **Article 24: Intellectual Property**

1. Freyr retains all intellectual property rights (including copyright, Copy Law, patent Law, trademark law, designs and designs right, etc.) on all drafts, databases, drawings, writings, data carriers or other information, quotations, images, sketches, models, models, etc., unless the parties have agreed otherwise in writing.
2. The Client may not copy the aforementioned intellectual property rights without prior written permission from Freyr, display them to third parties and/or make them available or otherwise use them.

#### **Article 25: Confidentiality**

1. The Client keeps every information he receives (in whatever form) from Freyr secret.
2. The same applies to all other information concerning Freyr which he knows or can reasonably suspect is secret or confidential, or which he can expect to be able to cause freyr damage.
3. The Client shall take all necessary measures to ensure that the information referred to in paragraphs 1 and 2 is kept secret.
4. The obligation of confidentiality laid down in this article shall not apply to information:
  - which was already public before the Client received this information or became public later without it being the result of a breach of the confidentiality by the Client
  - which is made public by the Client on the basis of a statutory obligation
5. The obligation of confidentiality laid down in this article shall apply for the duration of the underlying contract and for a period of 3 years after its expiry.

#### **Article 26: Penalty clause**

1. If the Client breaches the article of these general terms and conditions regarding confidentiality or intellectual property, he forfeits for Freyr an immediately payable fine of €5,000,-for each offence and



in addition, a further amount of 5% of the above-mentioned amount for each day that this violation persists.

2. No prior notice or legal proceedings are required for the collection of this fine. There is also no need for any kind of damage.
3. The collecting of the fine referred to in paragraph 1 of this article shall be without prejudice to the other rights of Freyr including his right to claim compensation in addition to the fine.

#### **Article 27: Indemnity**

1. The Client indemnifies Freyr against all claims of third parties related to the products and/or services delivered by Freyr

#### **Article 28: Complaints**

1. The Client must investigate a product or service provided by Freyr as soon as possible for any deficiencies.
2. If a delivered product or service does not correspond to what the Client could reasonably expect from the agreement, the Client shall inform Freyr thereof as soon as possible but in any case, within 2 weeks after detection of the deficiencies, inform them.
3. Consumers should inform Freyr at the latest within 1 month after detection of the deficiencies.
4. The Client gives a detailed description of the deficiencies, so that Freyr is able to react adequately to correct them.
5. The Client must demonstrate that the complaint relates to an agreement between the parties.
6. In any event, if a complaint relates to ongoing work, this may not result in Freyr being forced to perform other activities outside of the agreement.

#### **Article 29: Notice of default**

1. The Client must notify Freyr in writing of any notice of default.
2. It is the Client's responsibility that a notice of default is actually (timely) received by Freyr.

#### **Article 30: Client's roll-call liability**

1. If Freyr enters into one agreement with several Clients, each of them is jointly and severally liable for the full sums owed to Freyr under that agreement.

#### **Article 31: Liability Freyr**

1. Freyr is solely liable for any direct damage suffered by the Client if and insofar as such damage is caused by intent or deliberate recklessness.
2. If Freyr is liable for any damage, it is only liable for direct damage arising out of or in connection with the execution of the agreement.
3. Freyr is never liable for indirect damages, such as consequential damages, lost profits, lost savings or damage to third parties.



4. If Freyr is liable, this liability is limited to the amount paid out by a closed professional indemnity insurance and in the absence of (full) payment by an insurance company of the full amount is the liability limited to the invoice amount to which the liability relates.
5. All images, photographs, colors, drawings, descriptions on the website, leaflets, quotations or in a catalogue are only indicative and are only approximate and may not lead to compensation and/or (Partial) dissolution of the Agreement and/or suspension of any obligation.

#### **Article 32: Expiry period**

1. Any right of the Client for damages of Freyr shall expire in any case 9 months after the event from which liability arises directly or indirectly. This does not exclude the provisions of article 6:89 of the Dutch Civil Code.

#### **Article 33: Right to terminate**

1. The Client is entitled to terminate the agreement if Freyr fails to fulfil its obligations, unless this shortcoming does not justify the termination, given its particular nature.
2. If the fulfilment of the obligation by Freyr is not permanent or temporally impossible, then termination can only take place after Freyr is put on notice for being in default.
3. Freyr has the right to terminate the agreement with the Client if the Client does not fulfil his obligations under the agreement in full or not in time, or if Freyr has taken note of circumstances that give him good grounds to fear that the Client's obligations will not be properly fulfilled.

#### **Article 34: Force majeure**

1. In addition to the provisions of article 6:75 of the Dutch Civil Code, a shortcoming of Freyr in the fulfilment of any obligation towards the Client cannot be attributed to Freyr in any of the will of Freyr independent situation (force majeure), so that the fulfilment of its obligation towards the Client is prevented in whole or in part or so that its fulfilment of its obligation cannot reasonably be required of Freyr.
2. The situation of force majeure referred to in paragraph 1 shall include, but not exclusively, the state of emergency (such as civil war, insurgency, riots, natural disasters, etc.); Misperformance and force majeure of subcontractors, deliverers or other Third parties; unexpected power loss, electricity loss, internet problems, computer problems and telecom failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work interruptions.
3. If there is a situation of force majeure that prevents Freyr from fulfilling 1 or more obligations to the Client, those obligations will be suspended until Freyr can fulfill them.
4. From the moment that an force majeure has lasted at least 30 calendar days, both parties may terminate the agreement in full or in part in writing.
5. Freyr does not owe any (damage) compensation in a force majeure situation, even if the consequence of the force majeure leads to any advantage.

#### **Article 35: Amendment of the agreement**

1. If, after concluding the agreement for its implementation, it appears necessary to amend or supplement its content, the Parties shall adapt the agreement in writing in a timely manner and in mutual consultation.



#### **Article 36: Change of terms and conditions.**

1. Freyr is entitled to amend or supplement these terms and conditions.
2. Minor changes may be made at any time.
3. Large substantive changes will be discussed by Freyr with the Client as soon as possible.
4. Consumers are entitled to terminate the agreement if a substantial modification of the general terms and conditions is enforced and considered to be unacceptable by Consumer.

#### **Article 37: Transfer of rights**

1. Client's rights resulting from the agreement cannot be transferred to third parties without Freyr's prior written consent.
2. This provision is considered to be a contractual clause as referred to in the second paragraph of article 3:83 of the Dutch Civil Code.

#### **Article 38: Consequences of nullity or voidability**

1. If one or more provisions of these general terms and conditions prove void, this does not affect the other provisions of these terms.
2. In that case, a provision which is void shall be replaced by a provision which describes at best of what Freyr had in mind when drafting the conditions at that point.

#### **Article 39: Applicable law and competent court**

1. All agreements between the parties are governed exclusively by Dutch law.
2. The Dutch judge in the district where Freyr is located is exclusively competent to take note of any disputes between the parties, unless the law requires otherwise.

### **Special conditions I. Executive work on location**

#### **Article 40: Provisions concerning the location where the work is carried out**

1. Unless explicitly agreed otherwise, the Client is responsible for and will take care of obtaining all permits, licenses and other approvals, needed for the project, the work and the location. This unless otherwise agreed in writing.
2. The client shall ensure that the location is easily accessible, that the equipment and material are properly and safely mobilized and that the project and/or the services will begin on the agreed date and can be carried out without interruption or hindrance.
3. The client shall ensure that the working conditions at the location (especially with respect to health and safety) are fully in line with the required standards and are fully in line with the local regulations and requirements.
4. The parties will act in accordance with all laws, regulations, decisions and/or other requirements and instructions of Governments and/or other authorities .



#### **Article 41: Liability and insurance**

1. In the cases where Freyr uses the goods made available by the Client, such as, but not limited to: equipment, vehicles, equipment and material, Freyr is in no way liable for possibly damage to those goods. Client indemnifies Freyr thereabouts.
2. The Client warrants that the goods entrusted to Freyr are fully WA (M) and Casco insured, with a maximum own risk of €2,500 (in words: twenty-five hundred euros). On this insurance Freyr will be considered as an additional insured party. Client will indemnify Freyr for claims of third parties and both client itself as her insurer will refrain from any recourse actions against Freyr and/or the contractors hired by Freyr.
3. The Client warrants that he will take out a transport CAR (Construction All Risks), EAR (Erection All Risk) or similar insurance during the term of the agreement, and that the insurance gives at least adequate coverage in respect of material loss and/or property damage and/or injury. The insurance must provide cover - also on behalf of Freyr - with a maximum own risk of €2,500 (in words: twenty-five hundred euro)
4. The insurance referred to in article 41.2 and 41.3 will in all cases be primary relative to the insurance of Freyr. The insurance as referred to in article 41.2 and 41.3 will provide that the insurers waive any right of subrogation against Freyr. Freyr will be listed as an insured company in the policy.
5. In the absence of an insurance mentioned under article 41.2 and 41.3 , any damage is to be settled, as if this insurance had existed .
6. The parties will also take out all the mandatory legal insurances which are mandatory by the applicable legislation.

#### **Article 42: Permits and other costs to be incurred**

1. If Freyr or by Freyr appointed third parties work is carried out at the location of the Client, or a designated location by the Client, in the context of the assignment the Client will - free of charge- arrange facilities desired in all reasonableness by those staff.
2. All costs incurred by Freyr, which are incurred in connection with performing the work, are entirely borne by the Client. Unless otherwise agreed in writing, these costs are defined in any case as follows:
  - a. Permits
  - b. Exemptions
  - c. Fines and periodic penalty payments
  - d. Safeguards/bonds
  - e. and (other) charges charged by the government or other authority
3. The timely, complete and correct arrangement and realization of necessary licenses and other official documents shall be made entirely at the expense and risk of the Client. Freyr does not provide any guarantee in this regard.
4. Freyr is not liable for the consequences of the absence of a valid permit or exemption, and/or consequential delays and suspensions resulting therefrom.
5. When Client is in charge of arranging (on- and offshore) transportation facilities (including helicopter, boat) for the Freyr employees to the work place, the Client will arrange all modes of transport free of charge, as well as all relevant travel and cancellation insurance for the benefit of employees of Freyr and/or its assigned employees. This unless otherwise agreed.
6. When during the execution of operations, it proves necessary that obstacles are removed in whole or in part, these obstacles will be removed and/or replaced at the expense and risk of the Client. Also removing flora and fauna shall be for the account and risk of the Client.

#### **Article 43: Personal Protective equipment**

1. Freyr will provide all its employees with a basic set of CE-approved and ISO/EN normed clothing and PPE. A basic set of PPE's consists of:
  - a. hard hat



- b. gloves
  - c. safety (Sun) glasses
  - d. safety shoes
  - e. high visibility jacket
2. The Client is obliged to provide all Freyr employees on site CE-approved and ISO/EN-standardized, effective and appropriate project specific clothing and PPE, such as but not limited to:- life jackets,- special helmets,-fall harness-, climbing harness and safety belts and carabines including approved ropes, chains and overalls with special coating.

#### **Article 44: Specific provisions on training and training**

1. If performance of the work foresees the use of equipment belonging to the Client or participant, the Client guarantees to have taken out a full hull insurance, and a WAM-and risk insurance, which work coverage for damage or injury to the person who operates or uses the material. The insurance provides cover during activities with training purposes, such as, but not limited to activities that fall within the agreement with Freyr. Freyr will be added as insured on the policy. Both the Client and his insurer indemnify Freyr for all damages and claims as a result of damage to, with or through the material. No own risk applies. In all cases, the mentioned insurances in this article list primary in relation to other insurance(s).
2. When the Client under the agreement acts as a landlord, then without prejudice the conditions in this article will apply, in which Client will be called "landlord" and Freyr 'tenant/contractor'. Mutatis Mutandis.
3. Unless otherwise agreed, the Client shall provide the facilities relating to the training/training, such as, but not limited to:
  - a. Beamer
  - b. Location
  - c. classroom
  - d. Equipment to be used
  - e. Effective and adequate clothing and personal protective equipment for participants, as referred to in article 43.1 and 43.2
  - f. refreshments, lunch etc.

Prepared on 2 October 2019