



**PRODUCT TERMS  
AND CONDITIONS  
PURCHASE AND  
ONE-OFF WORK  
KENTER B.V.**

**2022**

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## 1 Definitions

Capitalized terms in these Product Terms and Conditions Purchase and One-off Work Kenter B.V. (**Product Terms and Conditions**) 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.

### Purchase

An Agreement as referred to in article 7:1 of the Dutch Civil Code pursuant to which Kenter undertakes to deliver an item to the Client at a price to be paid by the Client.

## 2 Scope

### 2.1

These Product Terms and Conditions shall, 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 one-off Work, including work within the framework of projects including the delivery of Products in performance of the obligations in the Agreement.

## 3 Agreement and termination

### 3.1

Contrary to the provisions of article 4.1 of the General Terms and Conditions, the Agreement for one-off Work is not concluded until Kenter confirms the Agreement, which is concluded in the manner referred to in Article 4.1 of the General Terms and Conditions, in Writing to the Client.

### 3.2

If the Client wishes to terminate the Agreement, Client shall notify Kenter In Writing. In the event of a termination prior to, or during the performance of the Work, Kenter shall be entitled to the total quotation price, plus the costs incurred by Kenter as a result of the non-completion and less the costs saved as a result of the termination. Kenter will

send Client an itemized final invoice of what Client owes in connection with the termination.

## 4 Work

### 4.1 Commencement and implementation

#### 4.1.1

The Work to be performed by Kenter shall not include necessary preparatory and/or related activities including excavation, foundation, breaking, cutting, masonry, plastering, concrete, carpentry, painting and plumbing work, soil remediation, removal of asbestos, disposal of contaminated soil and paving. The Client guarantees that this work will be performed by Client or third parties at their expense and risk in a correct and timely manner, and that Kenter will not be hindered in any way in the performance of the Work.

#### 4.1.2

Client shall bear the risk for any damage to and loss of materials, parts, goods or tools that Kenter has brought to the site for the purposes of the Work.

#### 4.1.3

Unless otherwise agreed, the Client will arrange, at their own expense, for the supply of energy for the purposes of the Work, including the timely request for the appropriate connection to the public grid of the relevant grid operator or to a closed distribution system. Both the cost of the energy consumed on behalf of the Work and the connection charges shall be borne by the Client. The same applies with respect to other utilities necessary for the purposes of the Work.

#### 4.1.4

If Kenter also performs periodic services/ Work in respect of the Infrastructure after completion of the one-off Work, Kenter shall not commence commissioning until after the Agreement(s) for periodic services have been concluded in the manner prescribed in article 4.1 of the General Terms and Conditions.

### 4.2 Location

#### 4.2.1

Client is responsible for the condition of the site and the buildings and works thereon where the Work is to be performed. Client is responsible for removing and remedying all circumstances and situations

that (may) impede the performance of the Work at the site. Client is obliged to inform Kenter of such circumstances and situations as soon as possible and to warn Kenter in a timely manner of (possible) danger.

#### 4.2.2

Client shall make a location available free of charge for the purposes of the Work that meets the requirements set by Kenter. All costs with respect to the furnishing and adjustment of this site, as well as the placement and construction of the Work at the site, shall be borne by the Client.

#### 4.2.3

Client shall ensure that the location is easily accessible in the manner as required by Kenter. If requested, Client shall cooperate at its own expense to remove obstacles and barriers identified by Kenter.

### 4.3 Additional and less work and unforeseen circumstances

#### 4.3.1

Kenter is entitled to increase the agreed fee for the Work in the event of additional work, if the Client has approved such additional work. In the event that there is less work, the extent thereof shall be determined by mutual agreement between the parties. Any extension of the delivery or completion dates stated in the Agreement shall be the sole and exclusive responsibility of Client.

#### 4.3.2

If, during the performance of the Work, it appears that (the technical realization of) the Product must be changed as a result of unforeseen circumstances, Kenter is entitled to charge the related costs to the Client. In the event of extensive changes and significant additional costs, Kenter will notify Client prior to performance. In such case, Client has the right to reject the proposed change. In such case, Parties shall endeavour to reach agreement on how to deal with the unforeseen circumstances necessitating modification of the Product.

### 4.5 Completion

#### 4.5.1

The Product shall be deemed to be completed in any of the following situations:

- a. Client has approved the Product in whole or in part;

- b. Client has put the Product into use in whole or in part; and/or
- c. Kenter has notified Client in writing that the Product has been completed and Client has not notified Client within twenty-one (21) days that they do not approve the Product.

#### 4.5.2

Client shall not withhold its approval of the Product on the grounds of minor defects which can be repaired by Kenter within one month and which do not prevent Client from putting the Product into use.

#### 4.5.3

The Client is entitled to verify through inspections that the Work and/or Product meets the requirements set forth in the Agreement. The cost of such inspection shall be borne by Client.

#### 4.5.4

If the Client does not approve the Product, they are obliged to notify Kenter by registered letter, stating the reasons. Client shall give Kenter the opportunity to perform any rejected parts of the Product again.

## 5 Purchase

### 5.1 Delivery

#### 5.1.1

The place of delivery shall be the address provided by the Client. If no address is provided, the items will be delivered to the Client's business address(es).

#### 5.1.2

Deliveries shall be made DAP (delivered at place) in accordance with the latest Incoterms at the address specified by Client.

## 6 Retention of title

### 6.1

Without prejudice to the provisions of article 5.1.2, all goods delivered by Kenter to the Client shall remain the property of Kenter until the Client has paid in full all that it owes to Kenter pursuant to any agreement (including the Agreement) or otherwise.

### 6.2

As long as the retention of title as referred to in the preceding paragraph is in effect, Client shall not be permitted to sell, rent or give the items for use or encumber them with a real right or in any way other than in the ordinary course of business.

**6.3**

Client agrees to insure and keep insured the goods delivered under retention of title against damage (including fire, explosion and water) and theft. As long as the retention of title applies, Kenter shall be entitled to the insurance monies paid by the insurer. The Client shall allow inspection of the relevant (insurance) policies at Kenter's first request.

**6.4**

If Kenter wishes to exercise its right of ownership, Client shall grant Kenter access to its premises and the goods, and Client shall provide Kenter with all cooperation required in that respect.

**6.5**

If and so long as Kenter is the owner of the Products delivered under retention of title, the Client shall notify Kenter immediately if they are seized or threatened to be seized or if any claim is otherwise made to (any part of) the Products. Client must also point out to any third party the (ownership) rights of Kenter.

**8.3**

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

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## 7 Rates, fees and payment

**7.1**

Unless otherwise provided in the Agreement, payment of the agreed total sum for the one-off Work shall be made as follows:

- a. 20% of the total sum is to be paid immediately after the conclusion of the Agreement;
- b. 70% of the total sum is due at the start of the Work; and
- c. the remaining 10% of the total sum shall be paid immediately upon completion.

## 8 Final provisions

**8.1**

The applicability of the Vienna Sales Convention is excluded.

**8.2**

These Product Terms and Conditions shall enter into force on December 15, 2022 and may be referred to as "Product Terms and Conditions for Purchase and One-Off (Project) Work Kenter B.V. 2022".