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## General terms and conditions NewEnergy.Today

### Article 1: Applicability

1.1. These terms and conditions apply to all (legal) acts that NewEnergy.Today does, to all agreements he concludes and to all agreements that may result from this, insofar it is NewEnergy.Today being provider or supplier.

1.2. In the event of any conflict between the content of the agreement concluded between the client and NewEnergy.Today and these conditions, the provisions of the agreement will prevail.

### Article 2: Offers

2.1. All offers are non-binding.

2.2. If the client provides NewEnergy.Today with data, drawings and such, NewEnergy.Today may assume the correctness and completeness thereof and shall base his offer on this.

2.3. The prices mentioned in the offer are based on delivery ex works, location NewEnergy.today. The prices do not include sales tax and packaging.

2.4. If the client does not accept the offer from NewEnergy.Today, NewEnergy.Today has the right to charge the client for all costs he has incurred to make its offer.

### Article 3: Obligations of the NewEnergy.today.

3.1. Unless otherwise specified in the agreement, NewEnergy.Today must take out insurance, insofar as this is necessary and customary according to the nature and extent of the work and according to the conventions in the industry. The insurance policies of NewEnergy.Today do not include the client, his authorized representative and / or other third parties engaged by the client as co-insured.

3.2. NewEnergy.Today ensures that the client receives written proof of the existence and content of the insurance policies referred to in paragraph 1 in a timely manner upon request.

3.3. NewEnergy.Today is obliged to warn the client if the demanded specification, or assignment, or agreement produced by or on behalf of the client, or the information, data or goods that the client makes available or the changes that the client orders apparently contain such errors or have defects in that he would act contrary to the requirements of reasonableness and fairness if he would build on it without warning when performing work.

3.4. However, NewEnergy.Today is not obliged to go beyond a global assessment of information, designs, drawings, calculations and specifications provided by or on behalf of the client against the standards of the installation section. The check by NewEnergy.Today of goods to be delivered by the client will only comprise a visual inspection for external damage to the extent that this is reasonably possible with regard to packaged goods, verification of numbers and dimensions and to the extent possible, the verification of the packing lists.

3.5. NewEnergy.Today will make every effort to perform the work; however, the scope of his obligations also depends on the degree of input and influence of the client or of the third party (s) engaged by or on behalf of the client.

3.6. NewEnergy.Today is obliged to do what, according to the nature of the agreement, is required by law, the requirements of reasonableness and fairness or use.

- 3.7. NewEnergy.Today ensures that he is aware of the statutory regulations and governmental decisions relevant to the work, as well as the regulations of a special nature, such as technical or industrial standards.
- 3.8. NewEnergy.Today is obliged to perform the work in such a way that the installation meets the requirements arising from the agreement. The requirements referred to here include requirements arising from the normal use for which the installation is intended, as well as the requirements arising from the special use that will be made of the installation, but only to the extent that the latter requirements are laid down in writing in the agreement.
- 3.9. NewEnergy.Today will, upon request, inform the client about the execution of the work at any reasonable time and grant him access to the places where it is performed at a later agreed time. If agreed, NewEnergy.Today demonstrates with an inspection plan, protocol, logbook, report or report that its activities and results of activities meet the requirements arising from the agreement.
- 3.10. NewEnergy.Today provides, to the best of his ability and in good time upon request, all rights from guarantees provided to it by independent auxiliaries with regard to the installation or parts thereof.
- 3.11. NewEnergy.Today ensures that the client receives timely, on request, information about the relationship between wages and material used in his offer and his payment behavior in the context of the chain liability law and turnover tax transfer scheme.
- 3.12. NewEnergy.Today gives instructions to the best of its ability and in a timely manner upon request for commissioning and decommissioning and keeping the installation operational.
- 3.13. NewEnergy.Today is obliged to treat all client data confidentially, insofar as this data has been disclosed to NewEnergy.Today as confidential, and to ensure that its staff respect this confidentiality.

#### **Article 4: Obligations of the client.**

- 4.1. The client ensures that NewEnergy.Today has all (technical) information, data, decisions and changes that are necessary to enable NewEnergy.Today to carry out the work in accordance with the agreement in a timely manner. The client is responsible for the accuracy and completeness of this information, data, decisions and changes.
- 4.2. The client ensures that NewEnergy.Today has timely access to all goods that are explicitly stipulated in the agreement that they will be made available by or on behalf of the client. The client is responsible if these goods are not sound or unsuitable.
- 4.3. The client indemnifies NewEnergy.Today against claims from third parties in connection with the information, data, decisions, changes and goods referred to in paragraphs 1 and 2.
- 4.4. The client ensures that NewEnergy.Today has timely the permits, exemptions, decisions or permissions that are necessary for the design of the work or the use of the installation and that it has been agreed that will be made available by or on behalf of him . In obtaining this, NewEnergy.Today will provide the client with the necessary cooperation to the best of its ability. If the client fails to comply with this obligation, NewEnergy.Today may terminate the agreement and claim compensation.
- 4.5. The client ensures timely and free access to the site, the building and the location where or where the work is to be performed, for clean, safe and healthy conditions, as well as suitable storage space there.
- 4.6. The client is responsible for the condition of the buildings / locations where and the installations or parts thereof around, including, in which or above which the work is being performed, as well as for the circumstances that prevent or seriously hinder the execution of the work. The client is obliged to timely alert NewEnergy.Today and its staff of dangerous situations.
- 4.7. The client ensures that at the locations where the work is being carried out, NewEnergy.Today can dispose of the required (utility) facilities, such as electricity, (drinking) water, telecom and sanitary facilities on time, free of charge and with a delivery guarantee.
- 4.8. The client is responsible for the (possible) connection of the installation to the public networks. NewEnergy.Today will, to the best of its ability, provide the client with the cooperation necessary for requesting this connection.
- 4.9. The client provides timely information about the nature and content of the work of ancillary contractors and other third parties engaged by him, the scheduled time at which they will be performed, and the coordination thereof, so that NewEnergy.Today can take this information into account in its offer. Only the client is responsible for coordinating this work, unless otherwise agreed.
- 4.10. The client is responsible for the delay and / or costs that are caused by the work of ancillary contractors and that cannot be attributed to NewEnergy.Today. Damage caused by the work of ancillary contractors to the installation will be borne by the client.

- 4.11. The client is obliged to notify NewEnergy.Today in writing and within due time if he has actually noticed a deficiency of NewEnergy.Today or must have been aware of this.
- 4.12. The client is responsible for the goods he has prescribed or must be obtained from a prescribed supplier, as well as for their non-delivery or late delivery.
- 4.13. The client is responsible for auxiliaries, such as subcontractors or suppliers that he has prescribed. NewEnergy.Today is not obliged to contract these independent assistants if the client does not wish to accept the contract terms of these assistants. If the prescribed assistant does not perform, does not perform on time or does not perform properly, NewEnergy.Today is entitled to an extension of the term and / or reimbursement of costs.
- 4.14. The client is responsible outside of NewEnergy.Today's working hours for the goods and property of NewEnergy.today, such as materials, tools or tools that have been brought to the work.
- 4.15. The client is responsible for delays and / or costs as a result of compliance with statutory regulations and decisions of the government, as well as regulations of a special nature, such as technical and industrial standards, that are changed or come into effect after the offer.
- 4.16. The client is not permitted to give NewEnergy.today, its staff or their assistants instructions that are not related to the work or that are contrary to the nature of the agreement. The client must disrupt the work of NewEnergy.Today as little as possible.
- 4.17. The client is obliged to receive all goods from NewEnergy.Today as well as the goods from himself that must be delivered under the agreement as soon as they have been made available to him.
- 4.18. The client is obliged to treat all (company) data from NewEnergy.Today or all information received in connection with the agreement from NewEnergy.Today confidentially. The client is prohibited from using this data and information for his own use or use by third parties or making it known to third parties. In the event of a breach of the obligation included in this paragraph, the client forfeits an immediately due and non-judicial moderation fine of € 100,000, without prejudice to NewEnergy.Today's right to claim damages.

#### **Article 5: Intellectual Property Rights**

- 5.1. Unless otherwise agreed in writing, NewEnergy.Today retains the copyrights and all industrial property rights to the offers, designs, images, drawings, (test) models, software and the like. It is not permitted to copy these other than for internal use or to make them available to third parties without the express permission of NewEnergy.today. NewEnergy.Today is not liable for errors in and deviations from drawings, diagrams and the like.
- 5.2. The rights to the data referred to in paragraph 1 of this article remain the property of NewEnergy.Today regardless of whether costs have been charged to the client for its production. This data may not be copied, used or shown to third parties without the prior express written consent of NewEnergy.Today. The Client owes NewEnergy.Today an immediately due and payable penalty of € 25,000 per violation of this provision. In addition to compensation under the law, this fine can be claimed.
- 5.3. Client must return the information provided to him as referred to in paragraph 1 of this article on first request within a period set by NewEnergy.Today. If this provision is violated, the client will owe NewEnergy.Today an immediately due and payable fine of € 1,000 per day. In addition to compensation under the law, this fine can be claimed.
- 5.4. The client is not permitted to repeat the installation realized in accordance with the design of NewEnergy.Today, in whole or in parts, without the express written permission of NewEnergy.today. NewEnergy.Today is authorized to attach conditions to this permission, including the payment of a fee. The provisions of this paragraph apply mutatis mutandis to installations manufactured according to the design of NewEnergy.Today.
- 5.5. NewEnergy.Today reserves the right to use images of the work for its own promotional purposes and publications, including, but not limited to, website, portfolio, advertisements, social media, magazine articles, in printed matter, exhibition material and demonstration material, to the extent that the client is not in direct competition or it can be reasonably assumed that the client will not suffer any damage from this.

#### **Article 6: Advice and information provided**

- 6.1. Client cannot derive any rights from advice and information he receives from NewEnergy.Today if these do not relate to the assignment.
- 6.2. If the client provides NewEnergy.Today with data, drawings and the like, NewEnergy.Today may assume the accuracy and completeness of this in the performance of the agreement.

6.3. The client indemnifies NewEnergy.Today against any claim from third parties with regard to the use of advice, drawings, calculations, designs, materials, samples, models and the like provided by or on behalf of the client.

#### **Article 7: Delivery time / execution period**

7.1. The delivery time and / or execution period are set by NewEnergy.Today as an approximation.

7.2. When determining the delivery time and / or execution period, NewEnergy.Today assumes that it can perform the assignment under the circumstances that are known to it at that time.

7.3. The delivery time and / or execution period only starts when agreement has been reached on all commercial and technical details, all necessary data, final and approved drawings and such are in the possession of NewEnergy.today, the agreed (installment) payment has been received and the necessary conditions for the execution of the assignment have been met.

a. If circumstances other than NewEnergy.Today were known when he determined the delivery time and / or execution period, he may extend the delivery time and / or execution period by the time he needs to execute the assignment under these circumstances . If the work cannot be fitted into the planning of NewEnergy.Today, it will be carried out as soon as his planning permits.

b. If there is additional work, the delivery time and / or execution period will be extended by the time that NewEnergy.Today needs to deliver the materials and parts for that (and have them delivered) and to perform the additional work. If the additional work cannot be fitted into the planning of NewEnergy.Today, the work will be carried out as soon as his planning permits.

c. If there is a suspension of obligations by NewEnergy.Today, the delivery time and / or execution period will be extended by the duration of the suspension. If the continuation of the work cannot fit into NewEnergy.Today's planning, the work will be carried out as soon as his planning permits.

d. If there is unworkable weather or unworkable circumstances, the delivery time and / or execution period will be extended by the resulting delay.

7.5. Client is obliged to pay all costs incurred by NewEnergy.Today as a result of a delay in the delivery time and / or execution period as stated in paragraph 3 of this article.

7.6. Exceeding the delivery time and / or execution period will under no circumstances entitle you to compensation or dissolution.

#### **Article 8: Transfer of risk**

8.1. Delivery takes place ex works, location NewEnergy.today. The risk of the case transfers at the moment that NewEnergy.Today makes it available to the client.

8.2. Irrespective of the provisions of paragraph 1 of this article, the client and NewEnergy.Today can agree that NewEnergy.Today will take care of the transport. The risk of storage, loading, transport and unloading in that case rests with the client. Client can take out insurance against these risks.

8.3. If there is a trade-in and the client keeps the goods to be traded in pending delivery of the new item, the risk of the item to be traded remains with the client until he has given it to NewEnergy.today . If the client cannot deliver the trade-in item in the state it was in when the agreement was concluded, NewEnergy.Today can terminate the agreement.

#### **Article 9: Price changes**

9.1. NewEnergy.Today may pass on an increase in cost-determining factors that occurred after the conclusion of the agreement to the client.

9.2. Client is obliged to pay the price increase as referred to in paragraph 1 of this article at NewEnergy.Today's choice at one of the following times:

- a. if the price rise occurs;
- b. at the same time as payment of the principal sum;
- c. at the next agreed payment term.

#### **Article 10: Force majeure**

10.1. NewEnergy.Today has the right to suspend fulfillment of its obligations if, due to force majeure, it is temporarily prevented from fulfilling its contractual obligations towards the client.

10.2. Force majeure includes the circumstance that suppliers, subcontractors of NewEnergy.Today or carriers engaged by NewEnergy.Today do not or not timely fulfill their obligations, weather, earthquakes, fire, power failure, loss, theft or loss of tools or materials, roadblocks, strikes or work interruptions and import or trade restrictions.

10.3. NewEnergy.Today is no longer authorized to suspend if the temporary inability to fulfill has lasted more than six months. Client and NewEnergy.Today can terminate the agreement with immediate effect after the expiry of this period, but only for that part of the obligations that have not yet been fulfilled.

10.4. If there is force majeure and performance is or becomes permanently impossible, both parties are entitled to terminate the agreement with immediate effect for that part of the obligations that have not yet been fulfilled.

10.5. Parties are not entitled to compensation for the damage suffered or to be suffered as a result of the suspension or termination within the meaning of this article.

#### **Article 11: Scope of the work**

11.1. The client must ensure that all permits, exemptions and other decisions that are necessary to perform the work have been obtained in time. The Client is obliged to send a copy of the aforementioned documents to him at NewEnergy.Today's first request.

11.2. The price of the work does not include:

the costs for earthworks, pile-driving, chopping, breaking, foundation, masonry, carpentry, plastering, painting, wallpapering, repair work or any other construction work;

- b. the costs for connecting electricity, telecom or other infrastructure facilities;
- c. the costs for preventing or limiting damage to items present at or near the work;
- d. the costs for disposal of materials, building materials or waste;
- e. travel costs and accommodation.

#### **Article 12: Changes to the work**

12.1. Changes to the work will in any case result in additional or reduced work if:

- a. there has been a change in the design, specifications or specifications;
- b. the information provided by the client does not correspond to reality;
- c. estimated quantities deviate more than 10%.

12.2. Additional work is calculated based on the price-determining factors that apply at the time the additional work is performed. Less work is settled on the basis of the price-determining factors that applied at the time of the conclusion of the agreement.

12.3. Client is obliged to pay the price of the additional work as referred to in paragraph 1 of this article at NewEnergy.Today's choice at one of the following times:

- a. if the additional work occurs;
- b. at the same time as payment of the principal sum;
- c. at the next agreed payment term.

12.4. If the sum of the contract deductions exceeds that of the contract extras, NewEnergy.Today may charge the client 10% of the difference in the final settlement. This provision does not apply to less work that is the result of a request from NewEnergy.Today.

#### **Article 13: Execution of the work**

13.1. The Client ensures that NewEnergy.Today can carry out its work undisturbed and at the agreed time and that it is provided with the necessary facilities during the execution of its work, such as:

- a. electricity;
- b. heating;
- c. lockable dry storage space;
- d. provisions prescribed on the basis of the Working Conditions Act and legislation.

13.2. The client bears the risk and is liable for damage in connection with loss, theft, burning and damage to goods of NewEnergy.Today, the client and third parties, such as tools, materials intended for the work or equipment used for the work, which are located on the place where the work is performed or at another agreed place.

13.3. Client is obliged to take out adequate insurance against the risks mentioned in paragraph 2 of this article. The client must also ensure that the work risk of the equipment to be used is insured. The Client must send NewEnergy.Today upon first request a copy of the relevant insurance policy (s) and proof of payment of the premium. If there is damage, the client is obliged to immediately report this to his insurer for further treatment and settlement.

13.4. If the client does not meet his obligations as described in the previous paragraphs of this article and this causes a delay in the execution of the work, the work will be carried out as soon as the client still meets all his obligations and the planning of NewEnergy.Today permits this. Client is liable for all damage resulting from the delay for NewEnergy.Today.

#### **Article 14: Completion of the work**

14.1. The work is considered completed in the following cases:

- a. if the client has approved the work;
- b. if the work has been put into use by the client. If the client takes part of the work into use, that part will be considered as completed;
- c. if NewEnergy.Today has informed the client in writing that the work has been completed and the client has not made known in writing within 14 days after the notification whether or not the work has been approved;
- d. if the client does not approve the work on the basis of minor defects or missing parts that can be repaired or supplied within 30 days and that do not prevent the work from being put into use.

14.2. If the client does not approve the work, he is obliged to state this in writing to NewEnergy.Today, stating the reasons. The client must give NewEnergy.Today the opportunity to deliver the work.

14.3. The client indemnifies NewEnergy.Today against claims from third parties for damage to non-completed parts of the work caused by the use of already delivered parts of the work.

#### **Article 15: Software**

NewEnergy.Today cannot be held liable in any way by or on behalf of any party for the properties of software and / or software and / or software settings of equipment, including the external accessibility and exchangeability of data with it. Neither can NewEnergy.Today be held liable for any mismatches between the supplied software and / or software and the software and / or hardware used by the client or the malfunctioning of hardware caused by software settings.

#### **Article 16: Liability**

16.1. In the event of an attributable shortcoming, NewEnergy.Today is still required to fulfill its contractual obligations.

16.2. The obligation to compensate NewEnergy.Today on any legal basis is limited to that damage against which NewEnergy.Today is insured under an insurance policy taken out by or on its behalf, but is never higher than the amount stated in the in this case is paid out by this insurance.

16.3. If for any reason NewEnergy.Today does not appeal to the limitation of paragraph 2 of this article, the obligation to pay compensation is limited to a maximum of 15% of the total contract sum (excluding VAT). If the agreement consists of parts or partial deliveries, the obligation to pay compensation is limited to a maximum of 15% (excluding VAT) of the order sum for that part or that partial delivery.

16.4. The following are not eligible for reimbursement:

- a. consequential damage. Consequential damage is understood to include inter alia stagnation damage, loss of production, lost profit, transport costs and travel and accommodation costs. Client can insure itself against this damage if possible;
- b. damage caused by or during the execution of the work to items being worked on, to items that are located in the vicinity of the place where work is being carried out or to items that the client briefly submits to NewEnergy.Today on loan. Client can insure itself against this damage if desired;
- c. damage caused by the intent or deliberate recklessness of assistants or non-senior employees of NewEnergy.today.

16.5. NewEnergy.Today is not liable for damage to material supplied by or on behalf of the client as a result of improper processing.

16.6. The client indemnifies NewEnergy.Today against all claims from third parties for product liability as a result of a defect in a product delivered by the client to a third party and which (also) consisted of products and / or materials supplied by NewEnergy.Today. Client is obliged to compensate all damage suffered by NewEnergy.Today in this context, including the (full) costs of defense.

## **Article 17: Warranty and other claims**

17.1. Unless otherwise agreed in writing, NewEnergy.Today guarantees the proper execution of the agreed performance for a period of six months after delivery. If a different guarantee period has been agreed, the other paragraphs of this article also apply.

17.2. If the agreed performance has not been sound, NewEnergy.Today will make the choice whether it will still perform it properly or credit the client for a proportionate part of the invoice. If NewEnergy.Today chooses to properly perform the performance, it determines the method and the time of execution. If the agreed performance consisted (in part) of the processing of material supplied by the client, the client must supply new material at its own expense and risk.

17.3. For the account of the client are:

- a. all transport or shipping costs;
- b. costs for dismantling and assembly;
- c. travel and accommodation.

17.4. The client must in all cases offer NewEnergy.Today the opportunity to repair a defect or to perform the operation again.

17.5. Client can only appeal to the guarantee after he has fulfilled all his obligations towards NewEnergy.Today.

17.6. a. No guarantee is given if defects are the result of:

- normal wear and tear;
- improper use;
- maintenance not performed or performed incorrectly;
- installation, assembly, modification or repair by the client or by third parties;
- defects in or unsuitability of goods originating from or prescribed by the client;
- defects in or unsuitability of materials or aids used by the client.

b. No guarantee is given on:

- delivered goods that were not new at the time of delivery;
- inspecting and repairing things of the client;
- materials and/or parts for which a factory warranty has been granted.

17.7. The provisions of paragraphs 2 to 7 of this article apply mutatis mutandis to any claims from the client on the grounds of non-performance, non-conformity or any other basis.

17.8. Client cannot transfer rights under this article.

## **Article 18: Complaint obligation**

18.1. The client can no longer rely on a defect in the performance if he has not complained about this in writing to NewEnergy.Today within fourteen days after he has discovered the defect or should have reasonably discovered it.

18.2. The client must have submitted complaints about the amount of the invoice, under penalty of cancellation of all rights, in writing to NewEnergy.Today within the payment term. If the payment term is longer than thirty days, the client must have submitted a written complaint within thirty days after the invoice date.

## **Article 19: Goods not purchased**

19.1. Client is obliged to take delivery of the item or items that are the subject of the agreement at the agreed location after the delivery time and / or execution period.

19.2. Client must provide all cooperation that can reasonably be expected of him in order to enable NewEnergy.Today to deliver.

19.3. Items that have not been purchased are stored for the account and risk of the client.

19.4. In the event of violation of the provisions of paragraphs 1 and / or 2 of this article, the client owes NewEnergy.Today a penalty of € 250 per day with a maximum of € 25,000. In addition to compensation under the law, this fine can be claimed.

## **Article 20: Payment**

20.1. Payment is made to a bank account to be designated by NewEnergy.Today.

20.2. Unless otherwise agreed, payment takes place as follows:

With payment in installments:

- 25% of the total contract price;
- 25% of the total price after the material has been supplied and work commenced;
- 25% of the total price upon completion;
- 25% of the total price after commissioning and a functional test;

In all other cases within fourteen days after the invoice date, unless otherwise agreed in writing.

20.3. If the client does not meet his payment obligation, he is obliged, instead of paying the agreed sum of money, to comply with a request from NewEnergy.Today for payment in installments.

20.4. The right of the client to settle his claims on NewEnergy.Today or to suspend them is excluded, unless there is bankruptcy of NewEnergy.Today or the legal debt restructuring applies to NewEnergy.Today.

20.5. Regardless of whether NewEnergy.Today has fully performed the agreed performance, everything that the client owes or will owe him under the agreement is immediately due and payable if:

- a. a payment term has been exceeded;
- b. the bankruptcy or suspension of payment of the client has been requested;
- c. seizure of goods or claims of the client is made;
- d. client (company) is dissolved or liquidated;
- e. the client (natural person) makes the request to be admitted to legal debt restructuring, is placed under guardianship or has died.

20.6. If payment has not been made within the agreed payment term, the client will immediately owe interest to NewEnergy.Today. The interest is 12% per year, but is equal to the statutory interest if it is higher. For the interest calculation, a part of the month is seen as a full month.

20.7. NewEnergy.Today is authorized to set off its debts to the client with claims from companies affiliated with NewEnergy.Today against the client. In addition, NewEnergy.Today is authorized to set off its claims against the client against debts of companies affiliated with NewEnergy.Today to the client. NewEnergy.Today is also authorized to set off its debts to the client against claims on companies affiliated with the client. Affiliated companies are those companies that belong to the same group, within the meaning of Section 2: 24b of the Dutch Civil Code, and a participation within the meaning of Section 2: 24c of the Dutch Civil Code.

20.8. If payment has not been made within the agreed payment term, the client will owe NewEnergy.Today all extrajudicial costs with a minimum of € 75. These costs are calculated on the basis of the following table (principal sum including interest):

over the first € 3,000 = 15%

on the excess up to € 6,000 = 10%

on the excess up to € 15,000 = 8%

on the excess up to € 60,000 = 5%

on the excess from € 60,000 = 3%

The actually incurred extrajudicial costs are due if they are higher than follows from the above calculation.

20.9. If NewEnergy.Today is found to be in the right in legal proceedings, all costs that it has incurred in connection with these proceedings will be borne by the client.

## **Article 21: Security**

21.1. Regardless of the agreed payment conditions, the client is obliged to provide a security that is sufficient for payment at NewEnergy.Today's first request. If the client does not comply with this within the specified period, he will immediately be in default. In that case NewEnergy.Today has the right to terminate the agreement and to recover its damage from the client.

21.2. NewEnergy.Today remains the owner of the delivered goods as long as the client:

- a. fails or will fail to fulfill its obligations under this or other agreements;
- b. has not paid claims that result from non-compliance with the aforementioned agreements, such as damage, penalties, interest and costs.

21.3. As long as there is a retention of title on the delivered goods, the client may not encumber or dispose of these outside his normal business operations.

21.4. After NewEnergy.Today has invoked its retention of title, it may reclaim the delivered goods. Client will fully cooperate in this regard.

21.5. NewEnergy.Today has a right of lien and a right of retention on all matters that he has or will have in his possession for whatever reason and for all claims that he has or may have against the client against those who require them.

21.6. If the client, after the goods have been delivered by NewEnergy.Today in accordance with the agreement, has fulfilled its obligations, the retention of title with regard to these goods will revive if the client fails to meet its obligations under a later concluded agreement.

#### **Article 22: Termination of the agreement**

If the client wishes to terminate the agreement without there being a shortcoming of NewEnergy.Today and NewEnergy.Today agrees, the agreement will be terminated by mutual consent. In that case NewEnergy.Today is entitled to compensation for all financial loss such as loss suffered, lost profit and costs incurred.

#### **Article 23: Applicable law and competent court**

23.1. Dutch law applies.

23.2. The Vienna Sales Convention (C.I.S.G.) does not apply, nor does any other international regulation from which exclusion is permitted.

21.3. Only the Dutch civil court that has jurisdiction at the seat of NewEnergy.Today will take cognizance of disputes, unless this is contrary to mandatory law. NewEnergy.Today may deviate from this jurisdiction rule and apply the legal jurisdiction rules.