

# GENERAL TERMS AND CONDITIONS

LATEST VERSION: OCTOBER 11<sup>TH</sup> 2023

## Who are we?

We are Accut B.V. and operate under the name **Accu't**. Our address is Scheepersstraat 51, 2021BH Haarlem, and we registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 91115183.

## What do we do?

We rent out second life containerized Battery Energy Storage Systems (BESS) and related accessories (together: the **Equipment**), to protect our environment while eliminating waste.

## Legal information

These are our general terms and conditions (the **Terms**), which are also available for download on [www.accutbatteries.com](http://www.accutbatteries.com) (the **Website**). On our Website, you can also find our Privacy Policy in which we explain how we protect your personal data. Please take the time to read this carefully, as it includes important information about how we collect and use your data and why we do so.

When we refer to **you** or **Lessee** in these Terms, we mean you as a customer of Accu't.

## Questions?

If you have any questions regarding these Terms, do not hesitate to contact us by sending an email to [b.vandenbrenk@accutbatteries.com](mailto:b.vandenbrenk@accutbatteries.com).

## SECTION 1 – INTRODUCTION

### 1. Applicability of these Terms

- 1.1. These Terms, along with any offers or agreements related to the Equipment rental, constitute the complete agreement between you and Accu't (the **Rental Agreement**).
- 1.2. These Terms apply to the Rental Agreement and any related services provided by us, including any other offers or agreements entered into with you.
- 1.3. In the event of a conflict between these Terms and the Rental Agreement, the terms of the Rental Agreement shall prevail.
- 1.4. We reserve the right to modify these Terms at any time. The latest version of the Terms will always be in effect. Any arrangements that deviate from these Terms will be applicable only if agreed upon by us in writing, including email.
- 1.5. Any documents or terms and conditions of the Lessee shall not apply, unless approved by us in writing.

### 2. Offers

- 2.1. An **Offer** constitutes any written offer regarding the supply of the Equipment by Accu't.
- 2.2. All Offers from Accu't are non-binding unless explicitly stated otherwise in writing. Any non-binding offers become binding when signed by both Parties.
- 2.3. Our Offers include a detailed description of the Equipment with corresponding prices. The description is provided to enable you to make informed decisions. Any obvious errors or mistakes in the Offer are not binding on us. Images and specific details in the Offer are indicative and cannot be used as grounds for compensation or cancellation of the Rental Agreement.

- 2.4. Delivery times and deadlines mentioned in our Offers are approximate and do not grant you the right to cancel the Rental Agreement or seek compensation unless expressly agreed otherwise.

### 3. Conclusion of Rental Agreement

- 3.1. The Rental Agreement becomes effective when you accept an Offer from us by returning a signed copy (scanned or original) or explicitly and unequivocally agree to the Offer via email.
- 3.2. We may present Offers through our Website and/or via email.
- 3.3. Once you accept an Offer and enter into a Rental Agreement with us, we will provide you with written confirmation, typically via email.
- 3.4. We are not obliged to fulfil an Offer if it was reasonably foreseeable, or should have been understood by you, that the Offer contained an obvious mistake or error. You cannot claim rights based on such a mistake or error.

## SECTION 2 – RENTAL TERMS

### 4. Rental Period

- 4.1. The **Rental Period** starts when you take possession of the Equipment at the location agreed-upon in the Rental Agreement (the **Location**) and ends when you return the Equipment either to our site or another agreed-upon location.
- 4.2. The duration of the Rental Period is defined within the Rental Agreement.
- 4.3. If you wish to extend your rental beyond the Rental Period, you must submit a written request to us at least 14 days prior to the end of the current Rental Period. We will consider your request and provide our decision in writing or electronically. If we approve the extension, these Terms shall also apply during the extended period.

### 5. Rental Fee and Payment Terms

- 5.1. The fee for Equipment rental is as specified in the Rental Agreement (the **Rental Fee**).

- 5.2. The Rental Fee is charged in EUR and is exclusive of value-added tax (VAT) and does not include costs related to transport, delivery, packaging, decommissioning, insurance, or service or maintenance, unless explicitly agreed upon in the Rental Agreement.
- 5.3. We will invoice you for the Rental Fee as outlined in the Rental Agreement. Unless otherwise agreed in writing, the payment term of invoices is 30 days from the invoice date.
- 5.4. All prices, costs and invoices shall be calculated in Euros.
- 5.5. Failure to make a due payment will result in a reminder, followed by a payment request. If payment is not made within the stipulated period, you will be in default (*verzuim*).
- 5.6. In the event of default, we are entitled to:
  - a) charge statutory commercial interest from the due date until the full payment is received;
  - b) charge all extrajudicial collection costs, which will be EUR 40 for an outstanding amount up to EUR 267 and calculated based on the outstanding amount for higher amounts.

### 6. Equipment ownership

The Equipment remains the exclusive property of Accu't, and you do not acquire any ownership or rights to the Equipment.

### 7. Your obligations

- 7.1. During the Rental Period, you have the exclusive right to use the Equipment for the purposes outlined in these Terms and the Rental Agreement.
- 7.2. You shall use the Equipment:
  - a) In accordance with the manual and instructions provided by Accu't;
  - b) within its capacity, avoiding actions that may cause damage, except for normal wear and tear;
  - c) in strict compliance with all applicable laws, regulations, and permits. You are responsible for obtaining any necessary permits or approvals required for the permitted use.
- 7.3. You shall:
  - a) provide us with the necessary information to provide you with the Equipment and our services.

- We rely on the accuracy and completeness of this information;
- b) prevent the Equipment from being confiscated and notify us immediately if the Equipment is at risk of confiscation.
  - c) adhere to all manufacturer guidelines, operating manuals, and maintenance instructions provided by us for the proper use, care, and maintenance of the Equipment;
  - d) provide our authorised personnel with access to the Equipment and/or Location if necessary for safety reasons;
  - e) employ competent personnel with the required knowledge and expertise to operate the Equipment;
  - f) obtain any necessary permits and approvals at your own expense before the delivery of the Equipment;
  - g) take preventive measures against theft, including proper use of locks, securing, and storing out of sight;
  - h) insure the Equipment during the Rental Period in accordance with [Article 15](#);
  - i) load the Equipment only within the SOC (*state of charge*) capacity bandwidth as prescribed by us.
- 7.4. You shall ensure that the set-up of the Equipment complies with the measures mentioned in PSGS (*Publicatiereeks Gevaarlijke Stoffen*) 37-1, available via:  
<https://publicatiereeksgevaarlijkestoffen.nl/publicaties/pgs37-1/>.
- 7.5. To ensure a safe work environment at the Location, you shall:
- a) obtain all necessary permits and approvals from relevant authorities at your own cost for placing and using the Equipment;
  - b) ensure the suitability of the soil at the Location for the Equipment. If the soil is unsuitable, you must provide and position relevant materials to make it suitable for Equipment use, at your own expense;
  - c) ensure that any utilities connected to the Equipment comply with legal regulations, are reasonably accessible, and are compatible with the Equipment;
  - d) ensure that the Location is free from obstacles;
  - e) ensure that no parts of the electrical installation can come into contact with electrically conductive material;
- 7.6. If the work to be performed by us is delayed by circumstances as described in [Article 7.5](#), you must compensate us for the damage and costs caused thereby, provided that these circumstances are attributable to you.
- ## 8. Restricted use
- 8.1. Without our prior written consent, you are not allowed to:
- a) make any alterations, modifications, or additions to the Equipment;
  - b) relocate the Equipment to a different location than the agreed Location;
  - c) disassemble or (attempt to) reverse engineer the Equipment;
  - d) neglect or misuse the Equipment in a manner that may result in damage or safety risks;
  - e) re-rent, sublet, loan or make the Equipment, or any part of it, available to any third party;
  - f) use the Equipment to fix things on or against.
- ## 9. Maintenance
- 9.1. We may require access to the Equipment for inspection, testing, maintenance, and repairs (**Maintenance**).
- 9.2. We may provide Maintenance during your Rental Period.
- 9.3. You shall provide our authorised personnel with access to the Equipment and/or Location at reasonable times to perform Maintenance.
- 9.4. You shall inform us about any changes in how the Equipment is being used, such as operating hours or loads. In that case, you must promptly inform us in writing. Failure to do so may result in additional charges for Maintenance-related costs.
- ## 10. Software and Data Collection
- 10.1. We provide you with access to a software system to manage the settings of the Equipment, such as the number of operating hours and the load (the **Software**).

- 10.2. You are not allowed to take any action to change the settings of the Equipment via the Software, without our express prior written consent.
- 10.3. If you change the settings of the Equipment via the Software, you are solely responsible for the consequences.
- 10.4. We reserve the right to access and use the Software for our own purposes. We may collect and analyse data about Equipment use, including yours (the **Data**). We use this Data to improve the Equipment and our services.
- 10.5. You may only use the Data for your own purposes after we have provided you with a specific written license.

## 11. Defects

- 11.1. We warrant that the Equipment complies with the Rental Agreement.
- 11.2. You must promptly report any maintenance issues or defects of the Equipment. Do not attempt to repair the Equipment or involve third parties without our prior written consent.
- 11.3. If Equipment issues arise due to normal use, wear and tear, inherent defects, or undetectable defects by you, we may choose to:
  - a) promptly repair the Equipment at no cost to the Lessee, minimising downtime. No Rental Fee will be charged during the repair; or
  - b) provide replacement Equipment.
- 11.4. If Equipment issues result from your actions, negligence, or other causes not covered in [Article 11.3](#), you are responsible for repair costs, including parts, labour, and service. We may choose to:
  - a) repair it at your expense (you continue to pay the Rental Fee until the repair is completed); or
  - b) replace the affected Equipment.
- 11.5. If repair is not feasible and (affordable) Equipment replacement is unavailable, we may terminate the Rental Agreement. Accu't won't be liable for termination or its consequences.
- 11.6. If an expert investigation is needed to determine the issue's cause and it falls outside the scope of [Article 11.3](#), you cover the investigation costs.

## 12. Equipment Transport

- 12.1. We arrange the transport of the Equipment, unless we agree otherwise in the Rental Agreement. The Rental

Agreement contains the specifics of the transport, such as the transport method and associated costs.

### Transport by Accu't

- 12.2. If we arrange the Equipment transport, the following applies:
  - a) we do our utmost to deliver the Equipment safely and securely to ensure the Equipment arrives at the Location in good condition;
  - b) you must provide the necessary assistance for (un)loading at the agreed-upon location. Failure to do so will result in the Lessee covering any resulting costs;
  - c) we charge transport costs as specified in the Rental Agreement.

### Transport by Lessee

- 12.3. If you arrange Equipment transport, the following applies:
  - a) you are obliged to package and load the Equipment securely in accordance with its nature and the transport method, ensuring that no damage occurs during transit;
  - b) you assume full responsibility for the risk of loss or damage to the Equipment during transport;
  - c) you shall bear all costs associated with such transport in full;
  - d) you shall insure the Equipment during transport in accordance with [Article 15](#);
  - e) if, at your request, Accu't employees assist with (un)loading or coupling during transport, this is at your own risk;
  - f) you declare to (i) be aware of all applicable laws and regulations pertaining to the transport of hazardous substances, and (ii) to always respect the applicable laws and regulations.

## 13. Delivery and Inspection

- 13.1. Our deliveries are typically scheduled between 9:00 AM and 17:00 PM (the **Delivery Time**).
- 13.2. The Delivery Times specified in the Rental Agreement are approximate and not binding. Delivery Times should not be considered as fixed deadlines, unless specifically stated otherwise by us in writing.

- 13.3. We reserve the right to make partial deliveries or to wait until the entire order is ready for transport. We will discuss this with you to the extent necessary.
- 13.4. The risk of loss or damage to the Equipment passes to you when you receive the Equipment at the Location.
- 13.5. You shall ensure that an authorised person is present on the agreed-upon delivery day to receive the Equipment. If no one is available upon delivery, we reserve the right to retrieve the Equipment and you will be responsible for transportation costs.
- 13.6. You are required to inspect the Equipment upon delivery, to ensure the Equipment complies with the quality and quantity specified in the Rental Agreement. If you find any missing parts, damage, or defects, you must inform us in writing at: [b.vandenbrenk@accutbatteries.com](mailto:b.vandenbrenk@accutbatteries.com), within 3 days of delivery. If no issues are reported within 3 days after delivery, the Equipment is considered satisfactory.
- 13.7. We may require you to use a form prescribed by us, to indicate the Equipment conditions on delivery, so we can assess the Equipment conditions on a continuous basis.
- 13.8. Any hidden defects, which could not have been discovered through reasonable inspection, must be reported in writing immediately upon discovery.

#### 14. Equipment Return

- 14.1. At the end of the Rental Period, you shall return the Equipment as specified in the Rental Agreement, in the same condition as it was at the commencement of the Rental Period, subject to reasonable wear and tear.
- 14.2. You remain fully responsible for the Equipment until the Equipment is back in our possession.
- 14.3. We may conduct an inspection to verify the authenticity and condition of returned Equipment. We may require you to use a form prescribed by us, to indicate the Equipment conditions on return, so we can assess the Equipment conditions on a continuous basis.
- 14.4. If you want to return the Equipment with damages directly or indirectly caused by you, excluding normal wear and tear, you will engage us to repair the Equipment. You shall be liable for the full costs and expenses as reasonably determined by us.

- 14.5. If repairing is not deemed feasible or cost-effective by us, you shall be liable for the full replacement costs of the Equipment.
- 14.6. If, for any reason, any part of the Equipment is returned with a delay, you shall be liable to us for:
  - a) the full replacement costs of the Equipment; or
  - b) the rental charges for the Equipment until the complete return of all Equipment has occurred.

#### 15. Insurance

- 15.1. You are responsible:
  - a) for ensuring that the Equipment is adequately insured against all risks, including theft, damage, fire and liabilities arising from its use (the **Insurance**);
  - b) to take out other necessary insurance related to the use of the Equipment, such as construction insurance for the Location and/or event insurance for the event for which the Equipment is used.
- 15.2. If you arrange the transport of the Equipment in accordance with [Article 12.3](#), the Insurance must also cover this transport.
- 15.3. You shall:
  - a) maintain the Insurance throughout the whole Rental Period and provide proof of renewal to us upon request;
  - b) name Accu't as the beneficiary of the Insurance;
  - c) provide us with proof of your Insurance before Equipment delivery. If you don't, we may charge you for arranging coverage;
  - d) immediately notify us in writing of any Equipment loss or damage and provide all relevant details and documentation to assist in the claims process.
- 15.4. If the Equipment is involved in an accident involving injury to persons or damage to property, you may not make or perform any recognition, offer, promise of payment or compensation without our prior written permission.

### SECTION 3 – LEGAL TERMS

#### 16. Liability and indemnification

- 16.1. Accu't is not liable for any:
  - a) consequential or indirect damages, loss of property, loss of business or profits, interruption,

loss of turnover, loss of opportunity, or any other similar damages, regardless of whether they result from an attributable failure to perform, unlawful act, or any other mistake by Accu't or its employees, co-workers, or agents, and regardless of foreseeability.

- b) damage resulting from Lessee's improper use of the Equipment;
  - c) damage resulting from its reliance on incorrect or incomplete information provided by or on behalf of the Lessee;
  - d) damage in case of force majeure as set out in [Article 19](#);
  - e) damage resulting consequence of power failures and/or failures of the Equipment;
  - f) damage which is or may be the result of any act or omission as a result of (incorrect) information on the Website or from linked websites;
- 16.2. Any liability of Accu't is expressly limited to:
- a) direct damages that are unequivocally caused by an attributable shortcoming from Accu't;
  - b) direct physical damage and bodily injury to persons and property of the Lessee caused by a demonstrable defect in the Equipment or by our intentional or gross negligence.
- 16.3. If the performance of the Rental Agreement or these Terms leads to liability of Accu't, such liability is limited to:
- a) the total amount recoverable under its liability insurance policy, if any, for the specific incident;
  - b) the Rental Fee paid by the Lessee to Accu't, specified in the Rental Agreement.
- 16.4. If you unlawfully retain possession of the Equipment after the Rental Period, we may demand compensation based on the Rental Fee for the period during which the Equipment is retained.
- 16.5. The limitations set out in this [Article 16](#) do not apply if the damages are the result of intent (*opzet*) or gross negligence (*bewuste roekeloosheid*) on our part.
- 16.6. You shall indemnify and hold us harmless, including our employees and directors, from and against:
- a) any damage you (may) suffer as a result of death or injury, damage to property other than the Equipment, or damage to property of third parties, during the Rental Period;
  - b) all losses (of data), liability, costs and claims of third parties and their damages, fines or expenses

arising out of or in connection with the use of the Equipment, unless otherwise agreed in writing.

- 16.7. You shall promptly notify us in writing, with reasons, of any claims or circumstances that may give rise to a claim under this [Article 16](#). The limitation period of all claims and defence's against Accu't is 1 year after you became or should have become aware of the damages.
- 16.8. All claims under this [Article 16](#) expire one year after the end of the Rental Agreement.

## 17. Confidentiality and Privacy

- 17.1. Accu't and the Lessee must maintain absolute confidentiality about everything that they learn from one another in the context of the Rental Agreement and any and all further information received by the other party (**Confidential Information**).
- 17.2. Accu't and the Lessee shall not:
- a) disclose Confidential Information to any legal entity or natural person;
  - b) use any Confidential Information for its own purposes or for any purposes, other than the lawful purposes of its company;
  - c) through any material failure to exercise due care and diligence, permit or cause the disclosure of any Confidential Information to any legal entity or natural person.
- 17.3. Accu't and the Lessee are solely allowed to disclose Confidential Information:
- a) required by applicable law or stock exchange rules or by any competent authority, without there being a reason to challenge the imposed disclosure, but in any case, only after consultation with the other party about the timing and content of such disclosure;
  - b) to the extent that at the date hereof or hereafter the related Confidential Information has become public knowledge otherwise than through the improper disclosure by any of Accu't and the Lessee;



- c) to affiliated companies, employees or any advisers solely on a 'need to know' basis, provided that the party disclosing Confidential Information to such affiliated companies, employees or advisers on this basis, to the best of its ability, requires such employees or advisers to agree to adhere to the obligations set out in this [Article 17](#).
- 17.4. Accu't and the Lessee may only make public statements about these Terms or the Rental Agreement with the others party's written permission.
- 17.5. We protect your personal data in accordance with the EU General Data Protection Regulation (**GDPR**). Please see our [Privacy Policy](#) for more information.

## 18. Intellectual Property

- 18.1. Accu't (or its licensor or suppliers) are and remain the sole and exclusive owner of all rights, titles and interest in and to all of its (future) intellectual property, know-how and information, and any intellectual property rights resting in or arising from the Equipment (the **IP-rights**).
- 18.2. You cannot claim any IP-rights.
- 18.3. You shall not use the Equipment subject to our IP-rights in any manner other than as agreed upon in the Rental Agreement.

## 19. Force Majeure

- 19.1. We will not be liable for any failure or delay in the performance of our obligations under these Terms and the Rental Agreement due to circumstances beyond our control (*force majeure*).
- 19.2. Force majeure events include, but are not limited to:
- a) acts of war;
  - b) terrorism;
  - c) natural disasters;
  - d) strikes;
  - e) riots, fuel, or energy shortages;
  - f) transportation limitations;
  - g) government actions;
  - h) epidemics or pandemics;
  - i) fires;
  - j) equipment breakdowns; and
  - k) non-performance by suppliers or subcontractors.
- 19.3. In the event of force majeure, we may suspend our obligations included in these Terms and the Rental

Agreement. If this period exceeds 2 uninterrupted months or when it has become clear that the period will take longer than 2 months, we may terminate our services without being liable to pay any compensation.

- 19.4. If we have partially fulfilled our obligations under the Rental Agreement at the onset of a force majeure event, we are entitled to invoice you for the completed portion as if it were a separate agreement.
- 19.5. Notice of a force majeure event shall be given as soon as reasonably possible.

## 20. Term and Termination

- 20.1. The Rental Agreement is initially established for a specified duration, unless its content, nature, or purpose implies an indefinite term.
- 20.2. Parties can terminate the Rental Agreement effective immediately, in writing:
- a) in case the other party filed for, or has been granted, suspension of payment (*surseance van betaling*);
  - b) in case the other party has filed for bankruptcy or has been declared bankrupt (*faillissement*);
  - c) in case the other party has been placed under curatorship (*onder curatele*) or receivership (*onderbewindstelling*), or enters into a personal debt-restructuring program (*schuldsanering*).
  - d) due to a material breach of the Rental Agreement or these Terms, after the breaching party has been given a reasonable timeframe for corrective action, and subsequently fails to rectify the breach.
- 20.3. Termination of the Rental Agreement does not release the Lessee of its payment obligations under the Rental Agreement. You remain liable for any agreed-upon fees.
- 20.4. Termination of the Rental Agreement does not release the Lessee of its payment obligations under the Rental Agreement. You remains liable for any agreed-upon fees.
- 20.5. If you request early termination of the Rental Agreement before the start of the Rental Period, you shall pay us:
- a) 6 to 4 weeks before the Rental Period: 25% of the total Rental Fee;
  - b) 4 to 2 weeks before the Rental Period: 50% of the total Rental Fee;

- c) within 2 weeks of the Rental Period: 100% of the total Rental Fee.

20.6. Expiration or termination of the Rental Agreement will not relieve a party of any obligations accruing prior to the date of expiration or termination. The rights and obligations mentioned under Articles 18 (*Intellectual Property*), 17 (*Confidentiality and privacy*), 20 (*Term and termination*) and 22 (*Applicable law and dispute resolution*) will survive the expiration or termination of the Rental Agreement as well as any other right or obligation which by its nature is intended to survive.

## 21. Miscellaneous

21.1. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision of these Terms. Any such invalid or unenforceable provision will be replaced by a provision that is considered to be valid and enforceable and whose interpretation will be as close as possible to the intent of the invalid provision.

21.2. You are not allowed to assign or transfer any rights and obligations on account of Accu't without our prior written approval.

## 22. Applicable law and dispute resolution

22.1. These Terms and every agreement between you and Accu't are governed by and construed in accordance with the laws of the Netherlands.

22.2. You and Accu't agree to their maximum reasonable effort to solve a conflict amicably. If that does not work out, the dispute will be submitted to a mediator to be agreed upon in the Netherlands.

22.3. If there is no other solution to settle the dispute by mutual agreement, the district court of Amsterdam has exclusive jurisdiction to hear all disputes ensuing from these Terms and the Rental Agreement.

