



Your partner in **SUSTAINABLE BUSINESS ENERGY**

TERMS AND CONDITIONS O&M
GENERATION GREEN

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1 DEFINITIONS

The following terms and conditions with a capital letter, used in document, have the meanings assigned to them in this article:

General terms and conditions:	These general terms and conditions of Generation Green with regard to O&M
Calamity:	A situation in which there is an acute risk to the safety of the installation's surroundings or the continuity of business processes in the immediate area. This situation may result from a malfunction of the installation or unexpected changes in the environment surrounding the installation, such as fire or damage to the roof of a building.
Critical Alarm	A situation where (i) failure of the entire Installation or more than 500 kWp is out of service, and/or (ii) the safety of the Installation or its surroundings is at risk.
Generation Green	SolarOplossing B.V., operating under the name Generation Green, registered in the trade register of the Chamber of Commerce under number 75473127 and/or its affiliated companies and subsidiaries, including but not limited to SO Commercial B.V., registered in the trade register under number 88700364, and SO Industrial B.V., registered under number 88700437;
Installation	A solar power generation system owned by the Client, consisting of a system of photovoltaic (PV) panels, including accessories such as inverters, cabling to the AC cable connection from the inverters, elements necessary for proper functioning and maintenance, elements for monitoring, and elements for securing the components, including possible ballast, as described in the Agreement.
Major Alarm	A situation where (i) more than one inverter has failed and/or (ii) the normal operation of other installations on-site is limited by the Installation.
Minor Alarm	A situation where one or fewer inverters have failed.
O&M	Maintenance and monitoring;
Client	The customer of Generation Green who, by signing the proposal, has commissioned Generation Green to perform O&M services for a solar power installation;
Agreement	The agreement between Generation Green and the Client regarding O&M services related to the Installation, including annexes, which is typically concluded when the Client signs Generation Green's proposal.
Party	A single entity or group of entities present to the agreement;
Failure	A malfunction of the Installation that affects the expected power production, the safety of the Installation, and/or the safety of its surroundings;
Working days	Calendar days, excluding weekends and public holidays recognized in the Netherlands.

2 SERVICES

2.1. The services that Generation Green will provide for the Client under the Agreement include the following services:

2.1.1 Delivery of the solar panel installation

- If the construction of the solar panel installation has not been carried out in full or in part by Generation Green, Generation Green will carry out an assessment to determine whether the installation is suitable for maintenance.

2.1.2 Telephonic Helpdesk

- The Generation Green helpdesk can be reached by telephone on working days between 9:00 AM and 5:00 PM via +31 85 020 4660..

2.1.3 Monitoring

- Generation Green continuously monitors the operation of the Installation remotely using monitoring systems such as High End SynaptiQ (or comparable monitoring software) and electricity monitoring. Monitoring is done through technical systems installed on-site or on external servers that collect, store, process, and provide data and information on the status of the Installation.
- For monitoring, Generation Green uses hardware (kWh meter, data logger, and/or router) and software, as well as data and software subscriptions. These subscriptions are included in the price, and the Client does not owe Generation Green any additional fees. However, the installation costs of hardware and the activation costs of software (communication materials and monitoring software) are not included and will be charged separately to the Client at the start of the service.
- The data obtained from monitoring by Generation Green is used to control the production of the Installation and for other technical and commercial purposes.

2.1.4 Dashboard and reporting

- Generation Green will provide a dashboard account for the monitoring software, which will be accessible for the Client;
- Generation Green will send the Client an annual report in the first quarter about the performance of the Installation in the previous year. This report includes a performance report, failure report, annual inspection report, and, if necessary, a supplementary repair work report.

2.1.5 Annual Inspection and Preventive Maintenance On-Site

- In addition to ongoing monitoring, Generation Green inspects the Installation on-site annually. This inspection includes:
 - A visual inspection of the surroundings for potential hazards and/or situations that could limit production;
 - A visual inspection and random checks of the DC installation, including checks for cable breaks, loose cables, and poor connectors;
 - A visual inspection and random checks of the PV modules and supporting structure, including checks for corrosion, dirt on the panels, shifting of the panels, and loose fasteners;
 - A visual inspection of the inverters and if any, reading fault reports;
 - A visual inspection of the technical monitoring systems;
 - A visual inspection and random checks of the AC cabling from the inverter to the connection point, including checks for cable breaks, loose cables, and poor connector connections;
 - Reading calibrated meter readings remotely to verify monitoring readings and identify potential discrepancies (if possible);
 - any necessary further analysis of (possible) Malfunctions; and
 - Any additional analysis of (potential) Failures; and

- Performing (preventive) maintenance and repair work if Generation Green determines that such work is necessary, provided that all work can be completed within one hour and requires only small materials (such as panel clamps, ty-raps, cable clamps, short pieces of cabling, wire duct, parts of the substructure (back or side plates), and a few connectors).

2.1.6 Failure service

- If Generation Green detects a Failure in the Installation via the monitoring system or believes that a Failure is imminent, Generation Green will notify the Client. Generation Green will support the Client remotely via email and/or phone to resolve the (potential) Failure.
- If the Client is unable to resolve a Failure with Generation Green's remote support, a technician will visit the site for further inspection and, if possible, repair. The following response times apply:
 - **Calamity:** In the case of a Calamity, Generation Green ensures the following:
 - Immediate telephone support: Generation Green is available 24/7 at +31 85 020 4660; and
 - On-site support within 4 hours for work on the Installation to combat the Calamity or limit further damage.
 - **Critical Alarm:** In the case of a Critical Alarm or if Generation Green has concerns about safety on-site, Generation Green will immediately contact the Client. Generation Green will ensure that on-site support is available within the following response times:
 - April to September: within 4 production hours;
 - October to March: within 12 production hours.
 - **Major Alarm:** In the case of a Major Alarm, Generation Green will ensure that on-site support is available within the following response times:
 - April to September: within 16 production hours;
 - October to March: within 30 production hours;
 - **Minor Alarm:** In the case of a Minor Alarm, Generation Green will ensure that on-site support is available within the following response times:
 - April to September: within 2 Working Days;
 - October to March: within 5 Working Days;
 - When an inverter is unable to transmit data on energy production, system status, or other relevant operational parameters to the monitoring or management system, this is considered a communication failure. If a communication failure lasts longer than 24 hours, Generation Green will consider this as a malfunction of the inverter and assume that the inverter is offline.
- The above response times begin when Generation Green detects the Failure, either through its monitoring system or through the Client's report of the Failure.
- If the Failure cannot be resolved during the on-site visit and the repair costs exceed EUR 1,000, Generation Green will submit a repair proposal. Once the Client agrees, Generation Green will proceed with the repair.

2.2. Generation Green is entitled to have the agreed services performed by a subcontractor. The O&M services that Generation Green will perform under the Agreement and these General Terms and Conditions will be carried out on behalf of Generation Green by its service partner.

3 ADITIONAL SERVICES AND ACTIVITES

- 3.1 For additional services and activities not mentioned in the Agreement or in these General Terms and Conditions, Generation Green may submit a separate offer to the Client. Once this offer is accepted, the agreed additional services and activities will be carried out on behalf of the Client. Unless otherwise agreed in writing, these General Terms and Conditions will apply in full to any additional services and activities.
- 3.2 The costs associated with providing additional services and activities will be invoiced separately by Generation Green to the Client.

3.3 Solar Panel Installation Handover

- If the construction of the solar panel installation was not fully or partially carried out by Generation Green, Generation Green will perform an assessment to determine whether the installation is suitable for inclusion in maintenance.

3.4 Consequences of Non-Compliance

- If the above conditions and/or the conditions stated in Article 6 “Obligations of the Client” are not met, the installation is considered not suitable for maintenance by Generation Green. In that case, Generation Green cannot guarantee the correct operation of the installation or the subsequent services. All previous obligations regarding maintenance and management (O&M) will lapse.

4 INVOICING AND INDEXATION

- 4.1 Invoicing will take place annually in advance. Generation Green will issue invoices and send them to the Client at the address provided by the Client.
- 4.2 The Client will pay the amounts owed to Generation Green within 14 calendar days from the invoice date.
- 4.3 Generation Green reserves the right to adjust its prices annually based on the CBS service price index. Such adjustments do not grant the Client the right to terminate the Agreement.

5 SAFETY, QUALITY EN AND PERFORMANCE

- 5.1 If Generation Green or third parties engaged by Generation Green require access to the location for the O&M services, Generation Green will notify the Client in advance.
- 5.2 The Client is obliged to ensure that the location is safe, accessible, and free of obstacles, in the opinion of Generation Green. This includes, when working on roofs, ensuring that the Client provides periodic checks and approved fall protection, a roof structure strong enough for access, a fixed access ladder, and a roof hatch. If safe access is not available, Generation Green will report this in writing and propose a permanent or temporary solution, which will be carried out at the Client's expense upon approval. Until this solution is implemented, Generation Green is not obligated to access the location, and work on-site will be suspended.
- 5.3 Safety and quality are a priority for Generation Green. Therefore, Generation Green guarantees the following:
 - All employees or subcontractors engaged by Generation Green for the execution of the O&M services are qualified and VCA certified;
 - Generation Green will act in accordance with supplier manuals, industry best practices, and applicable legislation;
 - Generation Green will perform work in accordance with technical specifications and applicable standards (NEN1010, NEN3140, NEN-EN-IEC 62446, and NTA8013); and
 - When working on roofs, the conditions for safe roof work as per ARBO AI-15 will be met.
- 5.4 Generation Green will ensure that any disruptions caused by work on-site are kept to a minimum.
- 5.5 The O&M services provided by Generation Green will not negatively affect the operation and functionality of the Installation.
- 5.6 Generation Green is insured during the term of the Agreement for liability for damage suffered by the Client and/or third parties, resulting from or related to the performance of its services under the Agreement, with a maximum amount of €10,000,000 per incident.

6 CLIENT'S OBLIGATIONS

- 6.1 The Client is required to actively inform Generation Green about the following matters:
- situations that the Client is aware of can lead to damage to the Installation, such as the presence of loose parts in the vicinity of the solar panels;
 - work planned and carried out by third parties on or in the immediate vicinity of the Installation, at least insofar as these are not carried out under the Agreement; and
 - The contact details of the person(s) designated as the Client's representative(s) for matters under the Agreement. The Client must designate at least one contact person and inform Generation Green of any changes;
- 6.2 The Client provides all relevant information for the proper execution of the obligations that Generation Green undertakes under the Agreement. Without being exhaustive, this includes in any case the as-built documentation, access protocols, required passwords, name and address details of the location and details of the location.
- 6.3 The Client grants Generation Green access to the Client's measurement data by signing the authorization included in the appendix to the proposal. This access is (among other things) granted for the purpose of electricity monitoring, whereby Generation Green must gain insight into the data from the BPM meters that measure the electricity production by the Installation and preferably the other meters of the metering company, which also increases consumption. and the (re)supply to the grid can be monitored.
- 6.4 If additional actions are necessary to grant Generation Green access to the aforementioned measurement data, the Client will fully cooperate with such actions upon Generation Green's first request.
- 6.5 If the installation or part thereof has not been realized by Generation Green, the communication requirements below apply
1. If multiple inverters are present in the Installation, they must be interconnected via a data cable, such as an RS485 cable or a similar connection method.
 2. A functioning data logger must be present and connected to all inverters and the Internet via a data cable (LAN or similar connection method).
 3. If a fixed internet connection is not possible or desired, a power supply of at least 230V with sufficient range must be available at the location of the data logger for a mobile network connection (such as 4G, 5G or similar).

7 DURATION AND TERMINATION

- 7.1 The Agreement is entered into for an initial duration of 5 years.
- 7.2 After the initial duration has expired, the Agreement will be automatically renewed for successive periods of 12 months, unless terminated in accordance with the provisions set forth below.
- 7.3 Both Generation Green and the Client have the right to terminate the Agreement after the initial duration by giving written notice of termination at the end of the calendar month, observing a notice period of 3 (three) calendar months, without incurring any obligation to compensate the other Party for damages.
- 7.4 A Party is entitled to terminate the Agreement, both during the initial term and thereafter, immediately by giving notice to the other Party, without any obligation to compensate the other Party for damages, if:
- the other Party files a request for suspension of payments;
 - the other Party files for bankruptcy, or its bankruptcy is declared following a request from third parties; and
 - the other Party offers a settlement outside of bankruptcy.
- 7.5 Termination of the Agreement must be made in writing by registered mail.

- 7.6 If the Client transfers ownership of the Installation covered by the Agreement during the term of the Agreement, or establishes or transfers a right of usufruct or easement on the Installation, the Client (and its successors) will ensure that the successor(s) are bound by all the provisions of the Agreement (including these General Terms and Conditions for O&M). The Client must ensure that the successor(s) also impose this obligation on any further successors (a so-called "chain clause"), under penalty of an immediately payable fine equal to the contract value of the Agreement for 2 years for the relevant Installation, as specified in the Agreement, without prejudice to the right to claim additional compensation if the actual damage exceeds this amount.
- 7.7 If Generation Green is prevented from executing the Agreement due to force majeure, Generation Green will notify the Client as soon as possible. In that case, Generation Green is entitled to suspend or terminate the agreement without any justification for compensation. If the force majeure situation lasts longer than 2 months, the client can terminate the Agreement, which reduces the obligation to pay for the executed part of the Agreement.
- 7.8 In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by Generation Green to fulfill any obligation towards the Client cannot be attributed to Generation Green in the event of a circumstance independent of the will of Generation Green, which prevents the fulfillment of its obligations towards the Client is prevented in whole or in part or as a result of which Generation Green cannot reasonably be expected to fulfill its obligations. These circumstances include, but are not limited to, non-performance by suppliers or other third parties, power failures, cyber-attacks, computer viruses, extreme weather conditions, strikes, industrial accidents and work stoppages, and unforeseen government measures.
- 7.9 If a situation as referred to in 7.8 occurs as a result of which Generation Green cannot fulfill its obligations towards the Client, those obligations will be suspended as long as the situation continues. If the situation referred to in the previous sentence has lasted longer than 30 (thirty) days, both Generation Green and the Client have the right to terminate the Agreement in writing in whole or in part. In that case, Generation Green is not obliged to pay compensation for any damage or otherwise.

8 FINAL PROVISIONS

- 8.1 Any notifications that the Parties must make to each other under the Agreement will be made in writing. Any (other) oral promises or agreements will have no effect unless confirmed in writing by Generation Green. "In writing" in these General Terms and Conditions for O&M includes transmission and receipt via electronic means, such as email.
- 8.2 Alle communicatie tussen de Installatie en het monitorings- of beheersysteem, evenals de aarding van de Installatie, worden beschouwd als onderdeel van het AC-deel van de zonnepaneelinstallatie. Indien de Opdrachtgever het AC-deel in eigen beheer realiseert, zijn eventuele fouten of storingen die hieruit voortvloeien volledig voor diens rekening en risico
- 8.3 The 'General Terms and Conditions for Services of Generation Green' also apply unconditionally to the Agreement.
- 8.4 In case of any contradictions between the provisions of the Agreement, these 'General Terms and Conditions for O&M Generation Green', and/or the 'General Terms and Conditions for Services of Generation Green', the provisions in the proposal will prevail over the 'General Terms and Conditions for O&M Generation Green' and/or the 'General Terms and Conditions for Services of Generation Green', and the 'General Terms and Conditions for O&M Generation Green' will prevail over the 'General Terms and Conditions for Services of Generation Green'.
- 8.5 Generation Green expressly reserves the right to amend and/or supplement these General Terms and Conditions for O&M Generation Green unilaterally. If the Client is a consumer, the Client has the right to terminate the Agreement if the amendments and/or additions proposed by Generation Green to these General Terms and Conditions for O&M are of a substantial nature. The amendments and/or additions made unilaterally by Generation Green to these General Terms and Conditions for O&M

Generation Green will apply to the Agreement as soon as these amendments and/or additions are communicated to the Client and made available to them.

- 8.6 These General Terms and Conditions for O&M Generation Green are – and any amendments and/or additions to these General Terms and Conditions for O&M Generation Green will be – published on Generation Green’s website. These General Terms and Conditions for O&M Generation Green are also available for inspection at Generation Green and will be sent to the Client free of charge upon request.
- 8.7 The Agreement, as well as any agreements entered into for the execution of the Agreement, are exclusively governed by Dutch law. Any disputes arising from the Agreement will be submitted to the competent court in Amsterdam.

Version: January 2025