

## Terms and Conditions of Big Ass Service B.V.

### 1. Parties

- Big Ass Service: Big Ass Service B.V., having its registered office at Bayeuxlaan 9 (5654 AX), Eindhoven, the Netherlands, registered with the Dutch Chamber of Commerce under number 98605372, hereinafter referred to as "Big Ass Service", and the user of these Terms and Conditions.2.
- Contact details of Big Ass Service:  
Website: [www.bigassbattery.com](http://www.bigassbattery.com)  
Email: [info@smartassenergy.com](mailto:info@smartassenergy.com)  
Telephone: +31 (0)85 065 8060  
VAT Identification Number: NL868565635B01
- Customer: the (prospective) purchaser or recipient of services offered by Big Ass Service.

### 2. Applicability

- These Terms and Conditions apply to every offer made by Big Ass Service and to every Agreement entered into between the Parties, whether resulting directly or indirectly from such offer. Unless expressly amended in writing, these Terms and Conditions shall also apply to all future contractual relationships between the Parties.
- Any deviation from these Terms and Conditions shall be valid only if expressly agreed in writing by both Parties.
- The Customer's general terms and conditions (including purchasing terms) are expressly rejected and shall not apply.
- Third parties engaged by Big Ass Service in the performance of the Agreement may also invoke these Terms and Conditions.
- If one or more provisions, or any part thereof, of these Terms and Conditions are declared void, invalid, or unenforceable, including due to mandatory law, the remaining provisions shall remain in full force and effect. The Parties shall consult with one another to replace the invalid or unenforceable provision with a valid provision that most closely reflects the purpose and intent of the original provision.

### 3. Offers, Accounts, and Agreements

- Every offer, whether in the form of a quotation, displayed on the website or otherwise, is unconditional, is non-binding, revocable, and remains valid for thirty (30) days unless otherwise stated by Big Ass Service in writing.
- All offers are subject to product availability. Accordingly, every Agreement is expressly entered into subject to the suspensive and/or resolutive condition that sufficient Goods are available. If Big Ass Service invokes this provision, the Customer shall not be entitled to any compensation or damages.
- Unless otherwise stated, all prices shown on the website or in any offer are denominated in Euros, exclusive of VAT and exclusive of any applicable taxes, duties, levies, surcharges, excise duties, or similar governmental charges.
- All specifications provided by Big Ass Service regarding quantities, dimensions, weights, colors, designs, drawings, images, photographs, or models of the Goods are indicative only. Minor deviations in the delivered Goods shall not constitute a breach of the Agreement by Big Ass Service.
- An offer may be accepted only once and shall not automatically apply to repeat orders or follow-up assignments.
- Obvious clerical errors, typographical mistakes, and manifest errors in any offer shall not be binding upon Big Ass Service.
- A composite quotation shall not obligate Big Ass Service to perform part of the assignment for a proportional part of the quoted price.
- Every offer is prepared with due care and is based on the information provided by the Customer. If such information proves to be inaccurate or incomplete, Big Ass Service shall be entitled to charge the Customer for any additional costs incurred, including but not limited to storage, materials, travel, labor, or other related expenses.
- An Agreement shall be concluded when: both Parties have signed a written offer; Big Ass Service has confirmed the Customer's acceptance in writing; or Big Ass Service, or a third party acting on its behalf, has commenced performance of the Agreement.
- Where an assignment is placed by more than one Customer, each Customer shall be jointly and severally liable for all obligations arising from the Agreement. Where Big Ass Service accepts an assignment together with multiple contractors, each contractor shall be responsible solely for its own acts and omissions. [Section 7:407\(2\) of the Dutch Civil Code](#) is expressly excluded.
- No rights may be derived from any energy calculations or energy projections provided by Big Ass Service.
- Additional work amounting to no more than ten percent (10%) of the total contract value, or relating to a specific item, activity, or delivery, shall not require the Customer's prior approval.
- All drawings, technical descriptions, calculations, and other documents prepared by Big Ass Service for the purpose of the assignment shall remain the exclusive property of Big Ass Service. They may not be disclosed to third parties, including for the purpose of obtaining competing quotations, nor may they be copied or reproduced in any manner whatsoever. If no Agreement is concluded, such documents shall be returned to Big Ass Service at the Customer's expense within fourteen (14) days after a written request has been made.
- If, after the Agreement has been concluded, it becomes apparent that the workshop or construction site contains hazardous substances, including asbestos, is contaminated, or is otherwise unsafe, Big Ass Service shall be entitled to terminate the Agreement at any time and charge the Customer for all work already performed. The Customer shall furthermore be liable for all consequences arising from work performed at such location.

### 4. Delivery and Performance of the Agreement – Installation of Goods

*The provisions of this Article 4 shall, where applicable, also apply to the provisions set out below.*

- Big Ass Service shall perform the assignment while safeguarding the Customer's interests within the scope of the agreed assignment. The

assignment generally consists of the supply, installation, and/or maintenance of Goods. Big Ass Service shall perform the Agreement to the best of its knowledge and ability and in accordance with generally accepted professional standards. Unless expressly agreed otherwise in writing and a specific result has been explicitly described with sufficient certainty, all obligations of Big Ass Service constitute obligations of best efforts rather than obligations to achieve a specific result. Consequently, the fees payable under the Agreement shall in no way depend on the actual results or effects achieved.

- Big Ass Service shall use commercially reasonable efforts to perform the Agreement within the indicated or estimated timeframe. Any delivery or completion date is indicative only and shall not constitute a strict deadline. Before exercising any legal remedy, the Customer must provide Big Ass Service with [written notice of default](#) and allow a reasonable period to remedy the alleged failure. The mere expiry of an estimated delivery period shall not entitle the Customer to terminate the Agreement or claim damages. Following such period, the Parties shall use reasonable efforts to complete performance within a reasonable timeframe.

- Big Ass Service shall be entitled to engage third parties in the performance of the Agreement and/or the delivery of the Goods. [Section 7:404 of the Dutch Civil Code](#) is expressly excluded.

- Delivery of the Goods shall take place only after the Agreement has been concluded. The risk of loss of, or damage to, the Goods shall pass to the Customer as soon as the Goods are made available to the Customer or would have been made available had delivery not been delayed for reasons attributable to the Customer, irrespective of whether title has already transferred.

- Big Ass Service shall be entitled to perform the Agreement in stages and to invoice each completed stage separately. Where performance takes place in stages, Big Ass Service may suspend performance of a subsequent stage until the Customer has approved the results of the preceding stage in writing. Following such approval, Big Ass Service shall no longer be liable for defects that reasonably could have been discovered at the time of approval.

- Without being deemed in default, Big Ass Service may refuse any requested amendment to the Agreement if such amendment could affect the work to be performed or the Goods to be supplied in terms of quality or quantity.

- If Big Ass Service arranges delivery of the Goods, the Customer shall provide a delivery address where the Goods can be delivered on the agreed delivery date or another Business Day. If the Customer is not present to accept delivery, all additional costs associated with a subsequent delivery attempt shall be borne by the Customer. The Customer may also be required to collect the Goods from a location designated by Big Ass Service after payment of the additional costs, including any logistics and storage planning costs resulting from unexpected storage.

- If the Goods are collected from the premises of Big Ass Service, the Customer shall collect the Goods on the agreed collection date. Failure to do so shall entitle Big Ass Service to charge the Customer reasonable storage costs.

- Without the prior written consent of Big Ass Service, the Customer shall not resell, transfer, or otherwise make available to third parties any Goods or Services supplied by Big Ass Service. The Customer shall indemnify and hold harmless Big Ass Service against all third-party claims arising from defects in Goods or Services supplied by Big Ass Service to the Customer and subsequently supplied by the Customer to a third party.

- Unless expressly agreed otherwise, all deliveries shall be made EXW (Ex Works) in accordance with the latest version of the Incoterms® Rules.

### 4A. Delivery and Performance of the Agreement – Service and Maintenance

*The provisions of this Article 4A shall, where applicable, also apply to the provisions set out below.*

- Unless expressly agreed otherwise in writing, Big Ass Service shall at all times be free to determine the materials and methods used in performing the Agreement. Accordingly, Big Ass Service may decide, both prior to and during performance of the Agreement, to use alternative materials or methods where it deems appropriate.

- Big Ass Service distinguishes between preventive maintenance and corrective maintenance. Preventive maintenance consists of scheduled maintenance activities intended to extend the service life of the system. Corrective maintenance consists of unscheduled maintenance required as a result of a malfunction or damage.

- The Customer acknowledges that the project schedule may be affected if the Parties decide during the performance of the Agreement to modify the approach, method of execution, or scope of the assignment and the work resulting therefrom. If changes requested by the Customer require amendments to the performance of the Agreement, Big Ass Service shall implement such amendments at the Customer's request. If this results in additional work, Big Ass Service shall charge such work as an additional assignment. Big Ass Service shall be entitled to charge the Customer for all additional costs arising from such changes unless the changes result from circumstances attributable to Big Ass Service. In the latter case, the agreed contract price shall not be reduced.

- Big Ass Service shall provide service and maintenance under either a maintenance agreement or on the basis of individual assignments, in which case the rates applicable at the time of performance shall apply.

- Scheduled maintenance shall be announced by Big Ass Service at least twenty-four (24) hours in advance. In the event of necessary or emergency maintenance, Big Ass Service shall not be required to provide prior notice. Maintenance activities may temporarily affect the availability of the Goods. The Customer accepts this and shall indemnify Big Ass Service against any claims arising therefrom.

- Unless otherwise agreed, maintenance work shall be performed on Business Days between 7:30 a.m. and 4:00 p.m. Different rates shall apply to work performed outside these hours. Big Ass Service reserves the right to amend or shorten its maintenance hours. Should Big Ass Service exercise this right, it shall notify the Customer in writing in a timely manner.

7. Maintenance shall, in principle, be carried out at the Customer's location. Work that cannot reasonably be performed on-site may be carried out elsewhere, including at the premises of Big Ass Service.
8. Where possible, maintenance may be performed by means of remote diagnostics and remote support. The Customer shall fully cooperate by providing the necessary hardware, software, communication facilities, and access required for such services. The method by which maintenance is performed shall at all times be determined by Big Ass Service.
9. Replacement of defective parts shall be at the Customer's expense. Unless otherwise agreed, replacement parts shall be invoiced separately. All replaced parts shall become the property of Big Ass Service.
10. The Customer shall permit employees of Big Ass Service, as well as any third parties engaged by Big Ass Service, to carry out the required work and shall provide all cooperation reasonably required. The Customer shall ensure that technicians of Big Ass Service or its subcontractors are granted unrestricted access to the location where the Goods are installed in order to perform the required service and maintenance.
11. At the Customer's request, Big Ass Service shall use reasonable efforts to remedy defects or incidents relating to the Goods even where such work falls outside the agreed maintenance agreement or is otherwise outside the responsibility of Big Ass Service. Such work shall be performed on a time-and-materials basis and invoiced accordingly.
12. The Customer shall not relocate the Goods without the prior written consent of Big Ass Service. All quoted prices and estimated times are based on the location specified when the quotation was issued or the Agreement was concluded. If the Goods are relocated, Big Ass Service shall be entitled to revise the estimated service times and reasonably increase its fees to reflect additional travel time and labor.
13. Preventive maintenance shall form part of the services only to the extent expressly agreed in a maintenance agreement. The fees payable under maintenance agreements depend on the type of system. Mobile systems are subject to higher fees than stationary systems due to more intensive use and increased wear and tear, for example when deployed on construction sites.
14. If no maintenance agreement has been concluded, or where corrective maintenance or preventive maintenance is performed outside the scope of such agreement, Big Ass Service shall provide the Customer with a quotation in advance. The quotation shall also include estimated travel time and/or travel expenses based on the location of the system.

## 5. Customer Obligations

1. The Customer shall provide Big Ass Service with the opportunity to perform the Agreement and shall render all cooperation reasonably required for its proper performance. This shall include, without limitation:
- a) being present at the delivery address designated by the Customer on the agreed delivery date;
- For work performed on-site:*
- b) ensuring that Big Ass Service timely receives all approvals, permits, authorizations, and information required for the performance of the assignment;
  - c) making available all necessary connections for electricity, gas, and water required to perform the work. All related utility costs shall be borne by the Customer;
  - d) ensuring that any work or deliveries to be performed by third parties, which do not form part of the assignment of Big Ass Service, are completed in such a manner and within such time that no delay is caused to the performance of the Agreement;
  - e. arranging the worksite in such a way that Big Ass Service can commence work immediately upon arrival;
  - f. ensuring that Big Ass Service has unrestricted access at all times to the premises, building, or installation where the work is to be performed. The Customer shall therefore either be present during performance or provide appropriate means of access, including, where necessary, keys or access credentials;
  - g. refraining from imposing conditions on access to the premises or workspace where Big Ass Service performs its work, including conditions relating to clothing or materials to be used;
  - h. providing sufficient space and facilities for the delivery, storage, handling, and removal of construction materials, equipment, and auxiliary materials.
2. If the Customer fails to comply with the obligations set out in paragraph 1, or fails to do so in a timely manner, the Customer shall promptly notify Big Ass Service. Big Ass Service shall be entitled to charge the Customer for any additional costs incurred as a result, including storage costs, travel expenses, labor costs, and similar expenses.
3. Failure by the Customer to comply with the obligations referred to in paragraph 1 shall release Big Ass Service from any liability for delays in delivery or completion.
4. The Customer shall timely provide all information that Big Ass Service indicates is necessary, or that the Customer should reasonably understand to be necessary, for the performance of the Agreement. The Customer bears full responsibility for the accuracy, completeness, and timely delivery of such information, regardless of the manner in which it is provided. If the required information is not supplied in a timely manner, Big Ass Service shall be entitled to suspend performance of the Agreement and charge the Customer for any additional costs resulting from the delay in accordance with its then-current rates.
5. In the event of a defect or malfunction, the Customer shall notify Big Ass Service as soon as reasonably possible.
6. Prior to commencement of the work, the Customer shall provide all agreed documents and information required for performance, including drawings, calculations, specifications, and execution instructions. Big Ass Service shall review such information to the best of its knowledge; however, it shall not be liable for any damage arising from work performed on the basis of incorrect or incomplete information supplied by the Customer.
7. The Customer expressly bears the risk of any damage resulting from:

- a) inaccuracies in designs, constructions, or working methods required by the Customer;
  - b) defects in or relating to the movable or immovable property on or in which the work is performed;
  - c) defects in materials, equipment, or tools supplied by the Customer.
8. The Customer warrants that any digital files or electronic materials supplied are free from viruses, malware, or other harmful components that could damage the computer systems or software of Big Ass Service or any third party.
9. The Customer shall strictly comply with all laws, regulations, operating instructions, user manuals, and safety instructions applicable to the Goods, including the instructions contained in these Terms and Conditions and in the user documentation supplied with the Goods. The Customer shall be liable for all damage resulting from failure to comply, or incomplete compliance, with such instructions.

## 6. Retention of Title

1. Title to the Goods sold shall not pass to the Customer upon delivery but shall remain vested in Big Ass Service until the Customer has paid in full all amounts due or to become due under the Agreement. This includes not only the purchase price, but also any additional costs, interest, and extrajudicial collection costs.
2. As long as title to the Goods has not passed to the Customer pursuant to this Article, the Customer shall not sell, transfer, pledge, encumber, or otherwise dispose of the Goods or grant any security interest therein.
3. To ensure the effectiveness of the retention of title, the Customer shall promptly inform Big Ass Service of any impending bankruptcy, suspension of payments, debt restructuring proceedings, or any attachment or seizure threatened or imposed on Goods delivered subject to retention of title. The Customer shall furthermore ensure that the Goods delivered under retention of title are adequately insured against loss, theft, and damage.
4. If the Customer fails to comply with any obligation under the Agreement, the Customer shall, upon first request, provide all cooperation necessary to enable Big Ass Service to recover possession of the Goods delivered under retention of title. Such cooperation includes, where applicable, dismantling the Goods at the Customer's expense and returning them to Big Ass Service.

## 7. Prices and Payment

1. This Agreement has been entered into following mutual consultation between the Parties. By entering into the Agreement, the Parties acknowledge that the agreed prices are fair and reasonable.
2. Unless otherwise agreed in writing, the Customer shall pay all amounts due in full prior to delivery. For corrective maintenance with a value exceeding EUR 2,500, a down payment of fifty percent (50%) shall be payable.
3. Invoices shall be paid by bank transfer within fourteen (14) days of receipt. Big Ass Service shall be entitled to invoice immediately after the Agreement has been concluded.
- The Customer may choose monthly or annual payment and may change this preference during the term of the Agreement. A change from monthly to annual payment shall commence a new annual term. A change from annual to monthly payment shall take effect only after expiry of the current annual term. Any discount applicable to annual payment shall lapse once the Customer switches to monthly payment.
4. If payment is not received within the agreed payment term, the Customer shall automatically owe default interest at the rate of one percent (1%) per month on the outstanding principal amount. In addition, Big Ass Service shall be entitled to recover [extrajudicial collection costs](#) equal to fifteen percent (15%) of the outstanding principal amount, subject to a minimum of EUR 100, exclusive of VAT. Such collection costs shall not be subject to judicial mitigation.
5. Without the prior written consent of Big Ass Service, the Customer shall not be entitled to suspend payment, set off any amounts, make deductions, or exercise any right of retention with respect to amounts owed under the Agreement.
6. All prices are based on the cost factors applicable at the time the quotation was issued or the Agreement was concluded, including taxes, duties, raw material prices, energy costs, fuel prices, material costs, import duties, freight and transportation costs, and exchange rates relative to the Euro. If, after the Agreement has been concluded but before delivery, one or more of these cost factors increase by five percent (5%) or more, whether generally or by the regular supplier of Big Ass Service, Big Ass Service shall be entitled to adjust the agreed prices accordingly throughout the term of the Agreement. The Parties expressly acknowledge that such circumstances constitute unforeseen circumstances.
7. Big Ass Service shall be entitled, but not obliged, to adjust its rates annually with effect from 1 January in accordance with the Dutch Consumer Price Index (CPI, 2015 = 100) as published by Statistics Netherlands (CBS), subject to a minimum annual increase of three and one-half percent (3.5%). In addition, Big Ass Service reserves the right to increase its rates during the term of the Agreement as a result of increased operating costs or other business-economic circumstances. In the event of such an increase, the Customer shall be entitled to terminate the Agreement in writing with effect from the date on which the revised rates become effective.

## 8. Warranty and Liability

1. The Customer acknowledges that all Goods are sold with all known and unknown, visible and hidden, factual and legal defects, encumbrances, and limitations. Warranty is provided only to the extent and for the duration that the manufacturer provides a manufacturer's warranty. Information regarding the applicable manufacturer's warranty is available upon request from Big Ass Service.
2. The Customer shall inspect all Goods delivered and all work performed as soon as reasonably practicable, and in any event within forty-eight (48) hours after delivery or completion. If the Goods or Services do not conform to the Agreement, the Customer shall notify Big Ass Service in writing within eight (8) days after delivery.

3. Upon timely notification as referred to in the preceding paragraph, and provided that the defect falls within the warranty or responsibility of Big Ass Service, the Goods have not yet been processed or incorporated, and no exclusion of liability applies, Big Ass Service shall, at its sole discretion, repair or replace the defective Goods free of charge where reasonably possible. If neither repair nor replacement provides an adequate remedy, the Customer shall be entitled to terminate the Agreement solely with respect to the defective part. Such termination shall not entitle the Customer to compensation or damages.

4. The Customer shall lose any right to repair, replacement, termination, warranty, or any other remedy if notification of the defect is not made in a timely manner, the Customer has approved completion of a project phase, the Customer has authorized commencement of a subsequent phase, the Customer has put the Goods into use, the Goods have been processed or incorporated, the relevant invoice has been paid, or one (1) year has elapsed after delivery or completion of the work.

5. If the Customer maintains insurance covering any risk relating to the Agreement, the Customer shall first make a claim under such insurance and shall indemnify Big Ass Service up to the amount of any applicable deductible.

6. Big Ass Service shall be liable only for direct damage suffered by the Customer and only where such damage results from intent or gross negligence on the part of Big Ass Service.

7. If Big Ass Service is held liable, its total liability shall be limited to the amount paid under its professional liability insurance, commercial general liability insurance, or any other applicable liability insurance. If no insurance coverage is available, liability shall in no event exceed the amount invoiced by Big Ass Service under the Agreement giving rise to the damage.

8. Except in cases of intent or wilful misconduct, Big Ass Service shall never be liable for consequential damages, indirect damages, non-material damages, delay damages, property damage, loss of goodwill, loss of turnover, loss of profits, loss of business opportunities, or any similar losses.

9. The Customer shall indemnify and hold harmless Big Ass Service against all claims by third parties relating to work performed or Goods supplied by Big Ass Service, regardless of the cause or the time at which such damage occurred.

10. The Customer shall not be entitled to any warranty or other remedy if the Customer has failed to fulfil any payment obligation in a timely manner.

11. Any claim for damages against Big Ass Service shall expire unless commenced within three (3) months after the event giving rise to the alleged damage.

*The following provisions apply specifically to service and maintenance services in conjunction with the foregoing provisions:*

12. The work shall be deemed completed, and therefore accepted, once Big Ass Service has notified the Customer that the work has been completed and the Customer has accepted it. Completion shall also be deemed to have occurred if:

- a) eight (8) days have elapsed after the Customer has been notified that the work has been completed and the Customer has neither accepted nor rejected the work within that period;
- b) the Customer has put the Goods into use, provided that use of part of the Goods shall constitute acceptance of that part, and the Customer has not rejected the results within eight (8) days; or
- c) Big Ass Service has issued an invoice for the full contract amount and the Customer has paid that invoice.

13. The Customer shall never be entitled to any warranty or remedy if defects are attributable to improper, negligent, or careless use of the Goods, or if, without the prior written consent of Big Ass Service, the Customer or any third party has modified, installed, assembled, repaired, or otherwise altered the Goods.

Likewise, no warranty or remedy shall apply where defects arise wholly or partly from external causes, including but not limited to fire damage, water damage, repairs, maintenance, or modifications performed by parties other than Big Ass Service.

The Customer shall handle the Goods with due care and shall ensure that its employees and all other users of the Goods or Services are properly instructed regarding their correct use in accordance with the operating instructions accompanying the Goods and any instructions issued by Big Ass Service. Accordingly, Big Ass Service shall not be liable for any damage, or any part thereof, that could have been prevented had the applicable operating instructions or directions been followed.

14. From the date on which the work is deemed completed, all risk relating to the work shall pass to the Customer.

## 9. Force Majeure

1. Force Majeure means any circumstance beyond the reasonable control of Big Ass Service which prevents or hinders the performance of its obligations, whether or not foreseeable at the time the Agreement was concluded. Force Majeure includes, without limitation, strikes, traffic disruptions, unforeseen delays, interruptions in the supply of energy, war, extreme weather conditions, transportation difficulties, fire, loss of or damage to Goods during transport, failures by third parties upon whom Big Ass Service depends for the performance of the Agreement, epidemics, pandemics, illness, and governmental measures.

2. During a Force Majeure event, the obligations of Big Ass Service shall be suspended. If performance remains impossible for more than one (1) month, or if other circumstances make continued performance unreasonably burdensome for Big Ass Service, Big Ass Service shall be entitled to terminate the Agreement, in whole or in part, by written notice to the Customer without judicial intervention and without any obligation to pay damages.

3. If, at the time the Force Majeure event occurs, Big Ass Service has already partially performed its obligations, it shall be entitled to invoice the completed portion separately or, where advance payments have been made, issue a proportional credit note.

## 10. Termination of the Agreement

1. Sections 7:408 and 7:764 of the Dutch Civil Code are expressly excluded with respect to Customers acting in the course of a profession or business.

If such a Customer nevertheless terminates the Agreement, the Customer shall remain liable for all financial obligations that would have become due had the Agreement been fully performed and completed. In such event, Big Ass Service shall have no further obligation to perform the Agreement.

Big Ass Service may terminate the Agreement at any time.

2. Unless otherwise agreed in the principal Agreement, continuing performance agreements shall have an initial term of one (1) year and may be terminated only as of the end of the applicable term by giving at least three (3) months' prior written notice.

Such Agreements shall automatically renew for successive terms of one (1) year unless terminated in accordance with this Article.

3. Big Ass Service shall be entitled to terminate the Agreement with immediate effect, in whole or in part, by written notice and without prior notice of default if:

- a) the Customer wholly or partially ceases its business operations, liquidates its business, substantially changes its business activities without the prior written consent of Big Ass Service, or transfers its business to a third party;
- b) the Customer is granted a suspension of payments, whether provisional or otherwise, is declared bankrupt, or becomes subject to guardianship, administration, or comparable insolvency proceedings;
- c) any attachment, seizure, or similar enforcement measure is imposed on assets or rights belonging to the Customer.

4. In the event of termination or dissolution of the Agreement before the end of its term, the Agreement shall remain fully effective for the remainder of the then-current twelve (12) month term, including all payment obligations. Any notice of termination shall become effective only upon expiry of that term.

## 11. Privacy and Intellectual Property

1. The Customer acknowledges and agrees that Big Ass Service processes the Customer's personal data and the personal data of third parties on behalf of and under the responsibility of the Customer.

The Customer warrants that all legal requirements applicable to the lawful processing of such personal data, including those arising under the General Data Protection Regulation (GDPR), have been satisfied.

The Customer remains solely responsible for such personal data and warrants that the data are lawful and do not infringe the rights of any third party.

The Customer shall indemnify and hold harmless Big Ass Service against all third-party claims relating to such data or the performance of the Agreement.

2. Under applicable data protection legislation, including the GDPR, the Customer may have obligations toward Data Subjects, including obligations to provide information, grant access to personal data, rectify inaccurate data, or erase personal data.

Responsibility for compliance with such obligations rests exclusively with the Customer.

Big Ass Service shall provide such assistance as is technically feasible and may reasonably be expected to enable the Customer to fulfil these obligations.

Any costs associated with such assistance are not included in the agreed fees and shall be borne entirely by the Customer.

3. Big Ass Service reserves the right to use the knowledge, experience, know-how, and other Intellectual Property Rights developed in the course of performing the Agreement for other purposes, provided that no confidential information relating to the Customer is disclosed.

4. Big Ass Service reserves all rights and remedies available under the Dutch Copyright Act and all other applicable intellectual property laws and regulations.

5. The trademarks, logos, images, photographs, and other distinguishing marks displayed on the website or used in connection with the Goods are registered or unregistered trademarks of Big Ass Service or third parties and may not be used for commercial purposes without the prior written consent of the relevant rights holder.

6. Big Ass Service shall be entitled to use photographs and images of completed projects and performed work for promotional and marketing purposes.

## 12. Amendments to these Terms and Conditions

In the case of continuing performance agreements that expire by lapse of time, Big Ass Service reserves the right to amend or supplement these Terms and Conditions. Any amendments shall also apply to Agreements already concluded, provided that at least thirty (30) days' prior notice of the amendment has been given. Minor amendments may be implemented at any time. If the Customer does not wish to accept an amendment, the Customer must notify Big Ass Service thereof in writing before the amended Terms and Conditions become effective.

## 13. Assignment, Governing Law, and Jurisdiction

1. Big Ass Service shall be entitled to assign its rights and obligations under the Agreement to a third party. The Customer may assign its rights or obligations only with the prior written consent of Big Ass Service.

2. These Terms and Conditions, as well as all Agreements concluded between the Parties, shall be governed exclusively by the laws of the Netherlands, expressly excluding the [United Nations Convention on Contracts for the International Sale of Goods \(CISG\)](#). Should any non-contractual obligation arise between the Parties in the future, Dutch law shall likewise govern such obligation.

3. Any dispute arising out of or in connection with the Agreement shall be submitted exclusively to the competent court of the [judicial district](#) in which Big Ass Service has its registered office. The same exclusive jurisdiction shall apply to disputes relating to any non-contractual obligations between the Parties.