

Enexis Additional Conditions for Services 2013



Article 1.	Definitions	1
Article 2.	Applicability Additional Conditions	1
Article 3.	Quality, guarantee	1
Article 4.	Liability	1
Article 5.	Termination and Dissolution	1
Article 6.	Preparation and Performance of the Services	1
Article 7.	Special circumstances	2
Article 8.	Rates, Invoices, Payment	2
Article 9.	Chain Liability and Liability of hirer of staff (Keten-en inlenersaansprakelijkheid)	2
Article 10.	Other Party personnel	2
Article 11.	Bribery and conflict of interest	2
Article 12.	Delivery	2

Article 1. Definitions

In these Enexis Additional Conditions for Services, the capitalised terms below will have the meaning assigned to them in the Purchasing Conditions and - to the extent not included in the Purchasing Conditions - be defined as follows:

- 1.1 Additional Conditions: these Enexis Additional Conditions for Services.
- 1.2 Services: all activities in any form, such as, but not limited to, issuing instructions, contracting work, loaning out Personnel etc., performed by the Other Party for or on behalf of Enexis, in connection with the delivery of Goods (Zaken) or otherwise.
- 1.3 Contract(s): Enexis agreement(s) with the Other Party in which the Other Party is instructed to perform in particular the aforementioned Services and the related conditions.
- 1.4 Contract Value: the value of the total Contract awarded to the Other Party or, in the absence thereof, a realistic estimate of said value.
- 1.5 Purchase Order (PO): a written instruction from Enexis in which the Services to be provided by the Other Party have been laid down for the purpose of automatic processing of the Other Party's invoicing.
- 1.6 Framework Agreement: the umbrella agreement between Enexis and the Other Party in which the agreements concerning the provision of Services on a more frequent basis have been laid down.
- 1.7 Result: the result of the Services to be provided that is to be achieved.

Article 2. Applicability Additional Conditions

- 2.1 These Additional Conditions apply to all legal acts of the Parties concerning the conclusion of and performance of Contracts.
- 2.2 Deviations from these Additional Conditions can only be agreed in writing between duly authorised representatives of the Parties.
- 2.3 If there exists a contradiction within the various documents that together form the Contract, the following hierarchy in order of importance will apply:
 - 1) the provisions of the Contract and the Purchase Order;
 - 2) the Framework Agreement;
 - 3) these General Conditions;
 - 4) the Purchasing Conditions.
- 2.4 The "general" terms and conditions applied by the Other Party, irrespective of their name, are explicitly rejected.

Article 3. Quality, warranty

The Other Party guarantees that during the warranty period it will keep the knowledge and experience available that is required for the adequate compliance with the warranty activities.

Article 4. Liability

- 4.1 Each of the Parties will be liable for all attributable loss and damage, on any basis or of any nature, incurred by the Other Party or a third party as a result of or in connection with the performance of the Contract. In this paragraph, third parties includes Personnel of a Party and those that are active on the instructions of a Party.
- 4.2 If either of the Parties is obliged to pay damage, the damage to be paid will be limited to a maximum of 4 times the Contract Value.

Article 5. Termination and Dissolution

- 5.1 If the Framework Agreement or the Contract is dissolved, all Purchase Orders will also end at that time by operation of law. The Other Party will cease the performance of the Contract immediately after it receives the written notification whereby Enexis terminates or dissolves the Contract. In the event of termination other than as a result of dissolution or reaching the end of the Contract term, Enexis and the Other Party will consult concerning the consequences of such a termination, on the basis of the assumption that the Other Party will be entitled to a reasonable compensation of the costs it has demonstrably incurred.
- 5.2 All claims Enexis may have or may acquire against the Other Party upon dissolution of the Contract, will become due immediately and in full, to be increased by the costs of collection.
- 5.3 Rights and obligations that by their nature are intended to continue to exist even after termination or dissolution of the Framework Agreement, Contract or Purchase Order, will remain in force. These rights and obligations include in any event: indemnification against infringement of intellectual property rights, liability, payment of any penalties agreed in writing (KPI), payment of taxes and national insurance contributions, confidentiality, applicable law and election of an address for service (domiciliekeuze).

Article 6. Preparation and Performance of the Services

- 6.1 The Other Party guarantees that the Services will be prepared and performed in accordance with the highest standards, in accordance with the Contract, and in accordance with the instructions issued by Enexis, in such a manner that the Services lead to the Result.
- 6.2 The Other Party will be required to submit a detailed time schedule for the performance of the Services to Enexis within one week after conclusion of the Contract.
- 6.3 The time schedule must be approved by Enexis and will form part of the Contract after approval. Approval by Enexis of the time schedule does not alter the Other Party's responsibility as regards the accuracy and/or feasibility of the time schedule.
- 6.4 Each month, or every other period agreed upon in a Contract, the Other Party will be required to submit to Enexis a written progress report and it will keep Enexis continuously informed in writing concerning the realisation of the milestones in the performance of the Service, which are indicated in greater detail in the time schedule.
- 6.5 Additional work (meerwerk) will only be eligible for compensation by Enexis if Enexis has issued a written instruction to that effect. If the additional work compromises

Enexis Additional Conditions for Services 2013



the agreed delivery date in the opinion of the Other Party, the Other Party will be required to notify Enexis thereof in writing. The Parties will subsequently consult as soon as possible concerning the possible rescheduling of the delivery date and what consequences said rescheduling will have for any agreed penalty in the event of late delivery.

Article 7. Special circumstances

- 7.1 If the Other Party knows or is able to foresee that the performance of the Contract is not proceeding according to the time schedule or that Services will not be completed on time (Stagnation), it will be required to notify Enexis thereof as soon as possible and submit proposals to Enexis at its own initiative to prevent the Stagnation or to limit it as much as possible.
- 7.2 If, after consultation with the Other Party, it has to be assumed within reason that the Other Party will not or cannot comply with its obligations, Enexis will have the right to engage third parties to prevent or limit the Stagnation. This will not release the Other Party from its obligations under the Contract.

Article 8. Rates, Invoices, Payment

Invoicing of the Services provided must take place monthly in arrears with simultaneous submission of the documents that contain a specification of the costs.

Article 9. Chain Liability and Liability of hirer of staff (Keten-en inlenersaansprakelijkheid)

At Enexis' first request, the Other Party will be required to cooperate in the limitation of Enexis' risk of liability for all withholding taxes, national insurance contributions and Value added tax in connection with the Contract due on the part of the Other Party, its subcontractors and/or its supplier of Personnel.

Article 10. Other Party personnel

If, in the reasonable opinion of Enexis, the Other Party does not deploy sufficiently qualified Personnel for the compliance with the Contract, Enexis will have the right to demand that the relevant Personnel be replaced.

Article 11. Bribery and conflict of interest

- 11.1 If and as soon as it becomes clear that, for the purpose of entering into a Contract, any benefit is or has been offered, or is provided by or on behalf of the Other Party to subordinates or representatives of Enexis, Enexis will have the right to dissolve the Contract out of court, with immediate effect and without notice of default and without being obliged to pay any compensation.
- 11.2 The Other Party declares and guarantees that, as regards the Contract, neither the Other Party itself nor any of its managers, representatives, subordinates and/or non-subordinates or legal entities affiliated with the Other Party or their managers, representatives, subordinates and/or non-subordinates, are involved or have been involved in consultations or agreements with other companies concerning:
- a. price setting; and/or
 - b. the manner of making offers; and/or
 - c. division of the activities;
- in a manner that could be contrary to the provisions of the Competitive Trading Act and/or the EU competition rules.

Article 12. Delivery

- 12.1 If the Contract consists of a Result to be delivered, the Other Party will apply to Enexis in writing, at the time that all conditions set in

respect thereof have been satisfied, requesting that Delivery of the Result be realised.

- 12.2 Enexis will inspect the Result to be delivered in the presence of the Other Party and send a report to the Other Party as soon as possible. This report will state in any event whether Enexis has approved the work and, if not, what activities still need to be performed by the Other Party within a reasonable term in order to realise delivery of the Result as soon as possible as yet. The day on which Enexis has approved the Result will be considered the date of delivery.
- 12.3 Taking into production or implementing a Service is explicitly not considered equal to delivery.