

Enexis Additional Conditions for Logistics 2013



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Article 1. Definitions

In these Enexis Additional Conditions for Logistics, the capitalized 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 Logistics.
- 1.2 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.
- 1.3 Contact Person: the person stated in the Purchase Order who provides the Purchase Order to the Other Party on behalf of Enexis;
- 1.4 Reusable packaging: type of packaging which is returned to the Other Party for reuse in original state. Examples are EURO-pallets, gas-cylinders, drums, and special packaging;
- 1.5 Individual packaging: the packaging of a Good or composition of (more) Goods, which are covered by Enexis under one Enexis article number;
- 1.6 Delivery time: the time between receiving the Purchase Order by the Other Party and the delivery of Goods by the Other Party to the location of delivery as stated in the Purchase Order. Delivery time is measured in Working days;
- 1.7 Location Contact Person: the person stated in the Purchase Order who, on behalf of Enexis, will receive the deliveries of the Other Party on the location of delivery as stated in the Purchase Order.
- 1.8 Overpack: type of packaging in which the content consists of a diversity of different Goods;
- 1.9 Outerpackaging: type of packaging in which the content consists of identical Goods;
- 1.10 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.
- 1.11 Transporter: The entrepreneur and his staff who is engaged for transporting the Goods by the Other party;
- 1.12 Business Days: the days from Monday to Friday with the exception of public holidays in the Netherlands.

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 or Purchase Order.
- 2.2 Deviations from these Additional Conditions can only be agreed in writing between duly authorized 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.

Article 3. Purchase Order and Order Confirmation

- 3.1 The Other Party delivers exclusively based on the Purchase Order issued by Enexis to the Other Party. All Purchase orders are communicated by the Contact Person to the Other Party by writing or through electronic communication.
- 3.2 The Other Party will not refuse any Purchase Order, unless such Purchase Order does not meet mandatory provisions of law or the requirements of the Agreement.
- 3.3 Enexis may, in accordance with the Other Party, re-plan a Purchase Order accepted by the Other Party completely or partly with regard to the original planned date of delivery, location of delivery, and/or the quantity of Goods to be delivered.
- 3.4 Enexis may, in accordance with the Other Party, cancel a Purchase Order accepted by the Other Party completely or partly.
- 3.5 The Other Party confirms the receipt of the Purchase Order within 3 (three) Business Days to the Contact Person of Enexis.
- 3.6 At the request of Enexis, the Other Party provides a weekly update of all (partially) open Purchase Orders to Enexis. This list contains at least the following per Purchasing Order: the number of ordered Goods, the by Enexis requested delivery date and the delivery date confirmed by the Other Party.
- 3.7 In case the Other Party cannot deliver the goods (temporarily) entirely, not entirely, or on the requested delivery date, the Other Party shall notify to Enexis. The Other Party can propose a rescheduled planning to Enexis. Enexis is not obligated to accept the proposal of the Other Party. This proposal does not affect the liability of the other party for culpable breach of the Agreement.
- 3.8 The Other Party must be reachable by phone for Enexis for communication about Purchase Orders on Business Days between 8:00 and 16:00 CET.

Article 4. Packing Instructions

- 4.1 All Goods are delivered by the Other Party with adequate packaging to prevent damage and contamination during transport, facilitating unloading, handling and storage, approved by Enexis and in accordance with the product specifications.
- 4.2 All packaging used by the Other Party are recyclable.
- 4.3 For identifying the Goods delivered, all packaging is marked with clear readable, and un-erasable, characteristics, such self-adhesive labels.
- 4.4 If the delivered Goods consist of separate components (fasteners, gaskets, stickers, installation instructions, etc.) these should be in suitable packaging, simultaneously with the relevant Goods and recognizable as belonging to the respective delivery.
- 4.5 The maximum allowable weight per individual Overpack or Outerpackaging is 23 kg. Heavier Goods should be packed with suitable arrangements for moving, storage or transport, such as eyebolts, pallets, etc..
- 4.6 The Other Party must provide Enexis with information about the necessary facilities for horizontal and vertical transport, handling and storage, such as cranes, forklifts, specific storage of dangerous goods, etc., per Purchase Order.

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- 4.7 All packaging becomes property of Enexis upon delivery unless otherwise agreed.
- 4.8 Modification of packaging approved by Enexis (prescribed or suggested by the Other Party) is only possible after consultation and written agreement by the Parties.
- 4.9 Enexis is authorized to submit a request for changing the packaging to the Other Party. Within its capabilities, the Other Party will cooperate with the request. Rejection of the request will be notified by the other party to Enexis as soon as possible in writing and with reasoning.
- 4.10 For deliveries on pallets, the following provisions apply:
- Packages and/or cartons on a pallet should always be stacked stable, within the edges of the pallet, and if possible, interrelated.
 - The packaging of the Goods must be resistant to weathering and, if possible, Goods should be attached to the pallet to prevent falling off the pallet, for example through shrink wrap or straps.
- 4.11 Additional provisions for deliveries to Enexis distribution centers in Hooerveen and Best:
- 4.11.1 Only Euro-pallets with dimensions 0.80 x 1.20 m, and a height of packaging including pallet up to 1.20 meters, are allowed.
- 4.11.2 In case of delivery on pallets, the Other Party is obligated to take back the same number of pallets. The Other Party is not permitted to take pallets into account as part of delivery costs.
- 4.11.3 Delivery of specific Goods, other than on Euro-pallets, is only possible after prior written agreement with Enexis.

Article 5. Documents

- 5.1 The consignment-note and packing-list are part of the delivery;
- 5.2 Consignment-note
- 5.2.1 The consignment-note is composed in accordance with applicable laws and regulations.
- 5.2.2 In case of delivery to a location other than an Enexis Distribution Center, the consignment-note contains the name and telephone number of the Location Contact Person.
- 5.3 Packing-list
- 5.3.1 The packing-list must be attached to the outside of the Goods to be delivered in a clear plastic sleeve clearly displaying the following information:
- Enexis Order Number;
 - Name of Contact Person Enexis;
 - Address for delivery;
 - Name of Location Contact Person Enexis;
 - Delivery date;
 - Packing-list number;
 - Sales-order number or other reference of the Other Party linked to the order of Enexis;
 - Per position number of the Packing-list:
 - Article number of the Other Party;
 - Description of the Goods;
 - Product units;
 - Article number of Enexis;
 - Number of Goods as stated in the Enexis Purchase Order;
 - Number of Goods in the specific delivery;
 - Number of Goods in "backorder";
 - Product-specific information, if applicable;

Article 6. Markings

- 6.1 Marking of pallets
- 6.1.1 In case a pallet is used for transporting an individual, Overpack, or Outerpackaging, the marking requirements for individual, Overpack, or Outerpackaging apply.
- 6.1.2 If a pallet contains several individual, Overpacks, or Outerpackaging, every individual, Overpack, or Outerpackaging must comply with the marking requirements that apply to an individual, Overpack, or Outerpackaging.
- 6.2 Markings on Overpack
- 6.2.1 If the Overpack is an independent delivery, all relevant documents related to the delivery, including the packing-list, should be attached to the Good, clearly visible, and in a clear plastic sleeve.
- 6.2.2 All Overpacks in the deliveries shall be marked with at least the following:
- Enexis Purchase Order Number;
 - Sales-order number or other reference of the Other Party linked to the order of Enexis;
 - Description of the Goods;
 - Article number of Enexis;
 - Article number of the Other Party;
 - Number of Goods in the specific Overpack;
- 6.3 Markings on Outerpackaging
- 6.3.1 If the Outerpackaging is a self-contained delivery, all relevant documents relating to the delivery, including the packing-list, should be attached to the Outerpackaging, clearly visible, and in a clear plastic sleeve.
- 6.3.2 Every Outerpackaging shall be marked with an identification of Goods, stating at least the following:
- Enexis Purchase Order Number;
 - Sales-order number or other reference of the Other Party linked to the order of Enexis;
 - Description of the Goods;
 - Article number of Enexis;
 - Article number of the Other Party;
 - Number of Goods in the specific Outerpackaging;
- 6.4 Markings on individual packaging
- 6.4.1 If individual packaging is a self-contained delivery, all relevant documents related to that delivery, including the Packing-list, have to be clearly visible in a transparent sleeve, which is attached to the individual Goods where it belongs to.
- 6.4.2 Every individual package contains product identification with at least a clear description of the following content:
- Description of the Goods;
 - Article number of Enexis;
 - Article number of the Other Party.

Article 7. Transporter

- 7.1 The Other Party guarantees that the Transporter takes full responsibility for the obligations set out in the Agreement.
- 7.2 The Transporter works according to applicable safety-, health- and environmental regulations, is appropriately certified and takes notice of applicable rules, instructions and designations

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- at the location of delivery.
- 7.3 The Transporter has to be able to communicate in the Dutch and/or English and/or German language.

Article 8. Delivery

- 8.1 In General
- 8.1.1 Goods shall be delivered on the exact date and location as mentioned in the Purchase Order unless otherwise agreed.
- 8.1.2 Deliveries, including unloading at the delivery locations designated by Enexis take place under full responsibility of The Other Party.
- 8.1.3 Loading and unloading will be carried out according to the applicable rules and instructions of the specific delivery location. In case of unsafe situations at the delivery location, the Transporter needs to inform the Location Contact Person to find a proper solution or alternative delivery location. If this is not possible or inevitable to make additional costs, please contact the Location Contact Person.
- 8.1.4 After unloading and inspection by the Location Contact Person, the packing-list (and potential consignment-note) will be signed. The Other Party must send a copy of the signed packing-list within three (3) business days after delivery to the Location Contact Person. (Email preferred).
- 8.1.5 If and when the Other Party has information about the risk that Goods will not be delivered at the correct delivery date, the other Party will immediately contact the Contact Person. The alleged in article 3.7 of these Additional Conditions will apply.
- 8.1.6 The Other Party shall not deliver Purchase Orders partially, unless this is explicit acknowledged by Enexis. Non-delivered Goods have to be described on the packing-list as "in back-order". Any additional costs resulting from partial deliveries shall be borne by the Other Party.
- 8.2 Delivery at a Distribution Center of Enexis.
- 8.2.1 On business days, Enexis Distribution Centers are open for delivery of Goods from 08.00h till 16.00h. Loading and unloading has to be completed before 16.00h. Delivery of Goods at other times is only possible with permission of the Contact Person.
- 8.2.2 Enexis may agree in consultation with the other party to a fixed delivery date for the delivery of certain Goods.
- 8.2.3 Loading and unloading material will be present at the Distribution Centers of Enexis; like a forklift or side loader. In consultation with Enexis, the Other Party can use these materials including Enexis personnel, at their own risk.
- 8.2.4 Vehicles without unloading possibilities at the back and/or sides will not be discharged by the Enexis personnel. In that case unloading is only possible when the Transporter uses his own equipment he brought along.
- 8.2.5 When a Distribution Center is equipped with a loading dock, the Transporter uses it for loading and unloading, unless Enexis decides, in consultation with the Other Party, Goods are required to be delivered elsewhere. (for example long tubes and lengths)
- 8.3 Deliveries at non Enexis Distribution Centers (for example out in the field)
- 8.3.1 Time of delivery on business days at other locations than Enexis Distribution Centers, must be confirmed by the Contact person

- 8.3.2 The agreed day and the time window (up to 2 hours) of delivery to any location in the Netherlands is confirmed by the Other Party two (2) days in prior to delivery to the Location Contact Person.
- 8.3.3 The Transporter will call two hours before delivery by phone with the Location Contact Person stating the expected delivery time.
- 8.3.4 If nobody is available on behalf of Enexis at the Delivery location at the agreed time, the Transporter immediately contacts the Location Contact Person himself or through the Other Party to find an appropriate solution for that moment.
- 8.3.5 The transporter is responsible for loading or unloading the delivered Goods.

Article 9. Other Coding System

- 9.1 If Enexis decides to innovate the recent Coding System of articles, the Other Party is expected to contribute to the implementation of such a new system.