

ENEXIS ADDITIONAL CONDITIONS FOR SERVICES 2019

ARTIKEL 1.	Definitions	1
ARTIKEL 2.	Applicability Additional Conditions	1
ARTIKEL 3.	Liability	1
ARTIKEL 4.	Preparation and Performance of the Services	1
ARTIKEL 5.	Special circumstances	1
ARTIKEL 6.	Rates, Invoices, Payment	1
ARTIKEL 7.	Chain Liability and Liability of hirer of staff	2
ARTIKEL 8.	Delivery	2
ARTIKEL 9.	Regular Contract evaluation, audit and benchmark	2

ARTIKEL 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.

ARTIKEL 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.

ARTIKEL 3. Liability

- 3.1 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.
- 3.2 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.

ARTIKEL 4. Preparation and Performance of the Services

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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 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.

ARTIKEL 5. Special circumstances

- 5.1 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.
- 5.2 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.

ARTIKEL 6. Rates, Invoices, Payment

Invoicing of the Services provided must take place monthly in arrears with

ENEXIS ADDITIONAL CONDITIONS FOR SERVICES 2019

simultaneous submission of the documents that contain a specification of the costs.

ARTIKEL 7. 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.

ARTIKEL 8. Delivery

- 8.1 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.
- 8.2 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.
- 8.3 Taking into production or implementing a Service is explicitly not considered equal to delivery.

ARTIKEL 9. Regular Contract evaluation, audit and benchmark

- 9.1 The Parties will evaluate their collaboration under the Contract on an annual basis, starting half a year after the date on which the Contract commences. Should a party need an evaluation at any other time, it will notify the Other Party of this situation in writing. Cooperation in the extra evaluation required will not be withheld on unreasonable grounds.
- 9.2 Enexis will have the right to carry out an audit to ascertain correct compliance with the Contract by the Other Party a maximum of once a year. The Other Party will undertake to cooperate in audits of this nature. Enexis will be entitled to recover audit costs from the Other Party if any irregularities come to light. In this situation, Enexis will also have the right to have an audit carried out three times a year for two years, commencing from the date of the audit in which the irregularities were observed.
- 9.3 The time at which an audit takes place will be determined in joint consultation.
- 9.4 The audit referred to in this article will only be possible if the Other Party creates and keeps proper records.
- 9.5 In the first 12 months following the date on which the Contract enters into force, Enexis will be able to have all, or one or more parts, of the Services provided by the Other Party and the payments relating to the said Services benchmarked. The benchmark will be carried out by a qualified, independent third party to be agreed on by the Parties. The Other Party will be obliged to cooperate in the benchmark. This cooperation will

include making available all information, reports and/or data necessary for performance of the benchmark. If the aforementioned information, reports and/or data provided to the benchmarker are of a confidential nature, Enexis will ensure that the benchmarker enters into a satisfactory non-disclosure agreement.