

# ENEXIS GENERAL PURCHASING CONDITIONS 2019

<b>ARTIKEL 1. Definitions</b>	1		
<b>ARTIKEL 2. Applicability</b>	1		
<b>ARTIKEL 3. Offers, changes and Agreements</b>	1	1.6	Goods: all material products (to be) delivered to Enexis.
<b>ARTIKEL 4. Prices and rates</b>	2	1.7	Invoice Acceptance Policy: the overview of all criteria to be met by an invoice. These are statutory obligations, tax obligations, and information that is important for the records kept by Enexis.
<b>ARTIKEL 5. Documents made available by Enexis</b>	2	1.8	Other Party: each natural person or legal entity with whom or which Enexis enters into an Agreement for the Delivery of Goods and/or Services.
<b>ARTIKEL 6. Preparation and performance of Delivery</b>	2	1.9	Personnel: the employees that the Other Party involves in performance of the Agreement, including employees in the employment of subcontractors and borrowed personnel.
<b>ARTIKEL 7. Delivery</b>	2	1.10	Purchase Conditions: these Enexis General Purchase Conditions 2019.
<b>ARTIKEL 8. Packaging and sending</b>	2	1.11	Purchase Order/Order: the written instruction from Enexis, setting out the Services and/or Goods to be delivered by the Other Party and specific conditions attaching to the aforementioned.
<b>ARTIKEL 9. Ownership and risk</b>	2	1.12	Services: all work in whichever form, such as, but not limited to, instructions, contracting work and Personnel supply activities, etc., that the Other Party carries out for or on behalf of Enexis, whether or not in conjunction with the Delivery of Goods.
<b>ARTIKEL 10. Payment</b>	3	1.13	The Parties: Enexis and the Other Party.
<b>ARTIKEL 11. Warranty</b>	3	1.14	Works: all works, in whatever form, such as, but not limited to instructions and contract work that the Other Party carries out for or on behalf of Enexis, whether or not in conjunction with the Delivery of Goods.
<b>ARTIKEL 12. Inspection and acceptance</b>	3		
<b>ARTIKEL 13. Confidentiality</b>	3		
<b>ARTIKEL 14. Industrial and intellectual property</b>	3		
<b>ARTIKEL 15. Assignment to third parties</b>	4		
<b>ARTIKEL 16. Termination</b>	4		
<b>ARTIKEL 17. Liability and indemnity</b>	4		
<b>ARTIKEL 18. Non-performance of the Agreement</b>	4		
<b>ARTIKEL 19. Force Majeure</b>	4		
<b>ARTIKEL 20. Dissolution</b>	4		
<b>ARTIKEL 21. Representation of the Parties and regulations</b>	5		
<b>ARTIKEL 22. Personnel employed by the Other Party</b>	5		
<b>ARTIKEL 23. Processing of personal data</b>	5		
<b>ARTIKEL 24. Applicable law and disputes</b>	5		

## ARTIKEL 1. Definitions

In these Enexis General Purchase Conditions, the following capitalised terms are defined as follows:

- 1.1 Agreement: each legal relationship that comes into being between the Parties, including any change to the said relationship or further agreements in this respect.
- 1.2 Confidential Information: personal data and all information that has been explicitly specified as being of a confidential nature, or that must reasonably be assumed to be of a confidential nature given its nature and content;
- 1.3 Delivery: the Goods and/or Services already delivered or to be delivered in performance of the Agreement. The term "Delivery" will also be understood to mean the delivery or making available of all corresponding tools and documentation, such as test certificates, drawings, quality, inspection and guarantee certificates, maintenance and instruction books, plus manuals, of all corresponding tools and documentation, such as test certificates, drawings, quality, inspection and guarantee certificates, maintenance and instruction books, plus manuals, and the assignment of intellectual property rights or rights of use.
- 1.4 Enexis: Enexis Holding N.V. and all companies belonging to its group, within the meaning of Section 24b Book 2 of the Dutch Civil Code (*Burgerlijk Wetboek*).
- 1.5 Framework Agreement: the umbrella Agreement entered into between Enexis and the Other Party, in which agreements are set

## ARTIKEL 2. Applicability

- 2.1 These Purchase Conditions will apply to all requests from, offers to and Agreements with Enexis.
- 2.2 Enexis usually works with an Agreement (or framework Agreement) and thereunder one or more Purchase Orders, to which these Purchase Conditions and/or specific Enexis additional conditions will always apply.
- 2.3 In the event of any conflict, the Enexis additional conditions will prevail over these Purchase Conditions, while the Agreement will prevail over the Enexis additional conditions.
- 2.4 The applicability of the (general) terms and conditions of the Other Party, however described, is explicitly excluded.
- 2.5 The Code of Conduct for Suppliers that is appended to these Purchase Conditions will apply to all requests, offers and Agreements.

## ARTIKEL 3. Offers, changes and Agreements

- 3.1 Each request from Enexis for the Delivery of Goods and/or a Service will be entirely non-binding.
- 3.2 If a request from Enexis is followed by an offer from the Other Party, the said offer will be binding for a minimum of 30 calendar days, except where the Parties have explicitly agreed on a different period of time.
- 3.3 Enexis will issue all Orders and confirmations in writing.

# ENEXIS GENERAL PURCHASING CONDITIONS 2019

- 3.4 If Enexis issues a written Order in accordance with an offer of the Other Party, the Agreement between the Parties will be concluded at the time when Enexis sends the Order to the Other Party.
- 3.5 Enexis will have the right to make changes and/or additions to the offer issued by the Other Party. In this situation, the Agreement between the Parties will be concluded at the time when Enexis receives written confirmation of the Order from the Other Party in accordance with the changed or supplemented offer, or at the time when the Other Party actually starts the execution of the Agreement.
- 3.6 Even after the Agreement and/or a Purchase Order has and/or have been concluded, Enexis will have the right to require reasonable changes to the nature and extent of the Delivery from the Other Party. If the Other Party is of the opinion that a change will have consequences for the price agreed on and/or the time of Delivery, for example, it will be required to inform Enexis of its opinion in writing as soon as possible, but never any later than eight working days after the date of the notification of the change required. If Enexis is of the opinion that the aforementioned consequences are unreasonable, the Parties will enter into consultation with each other about them.
- 3.7 Requests from Enexis, offers issued by the Other Party, Agreements with Enexis and Purchase Orders from Enexis may be effected and concluded in a legally valid manner by electronic means and will be deemed to be written documents.

## ARTIKEL 4. Prices and rates

- 4.1 Unless otherwise agreed, prices and rates will be fixed and expressed in euros, excluding Value Added Tax (VAT).
- 4.2 Unless otherwise agreed in writing, prices will include all of the costs necessary to Deliver the Goods and all other costs pertaining to performance of the Agreement by the Other Party.
- 4.3 Unless otherwise agreed in writing, the rates charged will include the overall costs in relation to Delivery of the Services, including all additional costs in connection with performance of the Agreement by the Other Party, such as those for rights of use, access rights, inspections, tools and equipment.

## ARTIKEL 5. Documents made available by Enexis

The Other Party is required to check that specifications, drawings and other documents that Enexis issues to him in relation to the Agreement and/or Purchase Order are complete and correct. The Other Party can notify Enexis in writing of any inaccuracies and omissions in the documentation up to two weeks after the date on which he received it. If the Other Party fails to do the aforementioned, it will be deemed to have approved the documentation in question and will no longer be able to invoke on inaccuracies or omissions at a later date.

## ARTIKEL 6. Preparation and performance of Delivery

The Other Party guarantees that the Delivery will be prepared, scheduled, carried out and reported in accordance with the instructions provided and the general requirements of professionalism and expertise. Agreement

extras will only be eligible for payment by Enexis if the instruction to this end is issued by Enexis in writing with due observance of the provisions of Article 3.6.

## ARTIKEL 7. Delivery

- 7.1 Delivery will be effected Delivered Duty Paid (DDP Incoterms 2015) unloaded, with due observance of the delivery location, delivery time or delivery date agreed on.
- 7.2 If Enexis request the Other Party to postpone the Delivery of Goods, the Other Party will store, secure and insure the Goods, properly packed and recognisably intended for Enexis, and put all reasonable measures in place to avoid any deterioration in the quality of the Goods, which it will do in return for a reasonable payment to be agreed on by the Parties.
- 7.3 Enexis will be authorised to postpone the Delivery of Services for a period of 30 calendar days without being liable to pay compensation to the Other Party.
- 7.4 The Other Party will not be authorised to make partial Deliveries, except where this has been explicitly agreed on in writing.
- 7.5 The Other Party will follow the at Enexis applicable safety rules and other applicable house rules. Enexis will make these rules, on request, available.
- 7.6 Where environmentally harmful raw materials and/or consumables are necessary for machines, apparatus and processes, the Other Party will present the so-called Data Safety sheets to Enexis upon Delivery.

## ARTIKEL 8. Packaging and sending

- 8.1 The Other Party is required to ensure that Goods to be delivered are properly packaged and will, upon Enexis' request, take back all used packaging materials.
- 8.2 The Other Party will ensure that all Goods to be delivered are accompanied by a clearly visible packing list and/or copy of the relevant invoice stating: the name and address of the supplier, order number, net weight, country of origin, invoice value of the Delivery, the VAT-number of the Other Party, statistical number, method of transport and delivery location.

## ARTIKEL 9. Ownership and risk

- 9.1 Ownership of the Delivery will be transferred from the Other Party to Enexis at the time of actual Delivery or acceptance or (if earlier) title is transferred.
- 9.2 If Delivery is postponed in accordance with Article 7.2, ownership of the Goods in question will be transferred from the Other Party to Enexis at the time when the Goods are stored identifiably as the property of Enexis with or on behalf of the Other Party.
- 9.3 If Enexis is required to pay a deposit, the Parties will agree that ownership to the Goods in question will be transferred upon payment of the deposit required.
- 9.4 When applying the provisions of paragraphs 2 and 3 of this article, the Other Party will mark the Goods and/or parts thereof as the recognisable property of Enexis and indemnify Enexis against any loss, damage and the exercise of rights by third parties (amongst

# ENEXIS GENERAL PURCHASING CONDITIONS 2019

other things).

## ARTIKEL 10. Payment

- 10.1 Enexis will not be required to effect payment until the Agreement and/or Purchase Order/Order has been executed correctly and in full and after receipt and approval of the invoice. Enexis will pay this invoice within 30 calendar days of the date on which it is received - provided it does not dispute the content of the said invoice and the invoice is in compliance with its Invoice Requirements.
- 10.2 Enexis will be entitled to suspend its payment obligation for invoices that formally do not comply with the Invoice Requirements. The payment term will only commence once a valid invoice has been received in line with the Invoice Requirements.
- 10.3 Payment by Enexis will not in any way constitute the waiver of rights and/or acceptance of the Delivery.
- 10.4 Enexis will be authorised at all times to set off claims that the Other Party has against Enexis with claims that Enexis has against the Other Party for whatever reason.

## ARTIKEL 11. Warranty

- 11.1 The Other Party guarantees that the Delivery:
- complies with what was agreed;
  - satisfies the characteristics or results that were promised and/or that may reasonably be expected;
  - is suitable for the purpose for which it was made;
  - is free of defects, design, construction, material and manufacturing defects and third-party rights; and
  - complies with legislation and regulations, inter alia, relating to quality, safety, the environment and labour conditions.
- 11.2 If (all or part of) the Goods delivered do not comply with what was guaranteed by the Other Party in accordance with Paragraph 1 of this article, the Other Party will be in default, unless the Other Party is able to demonstrate that the failure cannot be attributed to it.
- 11.3 The warranty period for the Goods and Services delivered will be a minimum of one year after acceptance. Expiry of the warranty period will not affect the (other) rights that Enexis is able to derive from the law and/or the Agreement.
- 11.4 The Other Party guarantees Enexis that it will keep the materials, knowledge and capacity necessary for the proper settlement of warranty issues available throughout the warranty period.

## ARTIKEL 12. Inspection and acceptance

- 12.1 Enexis will inspect or accept the Delivery within a reasonable period of time after Delivery or performance.
- 12.2 If the Delivery is rejected or is not accepted, Enexis will issue the Other Party with a reasoned notification of this situation within one week of the date of receipt, or within one week of the discovery of a hidden defect. This notification will be deemed to be a notice of default in accordance with Article 18.2.

- 12.3 If the Delivery is rejected or not accepted, ownership and all risk will be deemed to remain with the Other Party and, as such, never to have transferred to Enexis.
- 12.4 Enexis will have the right to remedy or replace the Delivery or have it repaired at the expense of the Other Party if it may reasonably be assumed following consultation with the Other Party, the Other Party cannot or will not ensure that the Delivery is remedied or replaced on time or properly. This will not release the Other Party from its obligations under the Agreement.

## ARTIKEL 13. Confidentiality

- 13.1 The Other Party, its Personnel and third parties engaged by it in the performance of the Agreement will be obliged to observe strict confidentiality of all Confidential Information that has come to their knowledge from or in relation to Enexis, whether or not directly, and that is recognised to be of a confidential nature, or ought reasonably to be recognised as such.
- 13.2 The Other Party will oblige the Personnel and the third parties engaged by it in relation to performance of the Agreement to maintain the same confidentiality and have them signed any non-disclosure agreements required by Enexis. The Other Party is and will continue to have full responsibility and liability in this respect.
- 13.3 The Other Party will put effective technical and organisational security measures in place to avoid Confidential Information being accessed unlawfully or lost.
- 13.4 Without the prior written permission of Enexis, the Other Party may not give any form of publicity whatsoever of the performance of the Agreement.
- 13.5 Confidential Information will only be exchanged such with Enexis, or other parties authorised within the context of the Contract, that its confidentiality is guaranteed during the transfer and transmission process.
- 13.6 The Other Party will notify Enexis immediately if it knows or should reasonably suspect that Confidential Information has been lost, leaked or processed unlawfully.

## ARTIKEL 14. Industrial and intellectual property

- 14.1 The Other Party guarantees that the Goods and/or Services delivered and the tools purchased or produced on behalf of Enexis and the use thereof, including resale, will not infringe patent rights, trademark rights, design rights, copyrights and/or other (intellectual) (property) rights of third parties. If a third-party right (or intellectual right or intellectual property right), the Other Party will ensure that Enexis acquires the right of use, without this involving any extra costs for Enexis in addition to the prices and/or rates agreed on.
- 14.2 The Other Party will indemnify Enexis against claims that arise from any infringement of the rights referred to in the previous paragraph and will compensate Enexis for all losses resulting from claims of this nature.
- 14.3 Enexis is entitled to all industrial and intellectual property rights that arise from or are the result of performance of the Agreement, regardless of the contribution of the Other Party to

# ENEXIS GENERAL PURCHASING CONDITIONS 2019

the realisation thereof. If any further legal action is necessary to effect this right for Enexis, the Other Party will render its unconditional cooperation in this respect.

- 14.4 If and to the extent the Parties agree in writing that no assignment of industrial and/or intellectual property rights will take place, the Other Party will grant Enexis a non-exclusive and non-transferable right of use for the unlimited use of the Goods and/or Services delivered. Enexis will always be entitled to continue development of the Services and/or Goods in question for its own use, whether or not aided by third parties.
- 14.5 All industrial and intellectual property rights that Enexis makes available to the Other Party in relation to performance of the Agreement will be vested in Enexis and/or its licensors. The Other Party will not be able to derive any rights whatsoever from the aforementioned.

## ARTIKEL 15. Assignment to third parties

The Other Party will not transfer all or some of the rights and obligations ensuing for it from the Agreement, or all or part of performance of the Agreement itself, to third parties without Enexis' prior written permission. Enexis will not refuse this permission on unreasonable grounds, regardless of Enexis' right to attach conditions to the said permission.

## ARTIKEL 16. Termination

Enexis will always have the right to terminate the Agreement and/or individual Purchase Order(s) early by means of a written notification to the Other Party. When a situation of this nature arises, the Parties will enter into consultation with each other about the consequences of termination, whereby the Other Party will only be able to claim payment of the reasonable costs already incurred. The notice period for the Agreement will be 30 calendar days. No notice period will apply for Purchase Orders.

## ARTIKEL 17. Liability and indemnity

- 17.1 The Other Party will be liable for all attributable losses that Enexis sustains by or in connection with a failure in performance of the Agreement that is attributable to the Other Party or that are at the risk of the Other Party according to currently prevailing opinion. The liability of the Other Party may be limited in the Agreement or in the additional conditions of Enexis, with the exception of wilful misconduct or gross negligence.
- 17.2 The Other Party will indemnify Enexis against all possible third-party claims (including, but not limited to its Personnel, the third parties engaged and clients of Enexis) for any damage or losses, in the broadest sense of the term, that have arisen as a result of or in connection with the Agreement, a Purchase Order and/or in connection with the Goods and/or Services delivered. The Other Party will compensate Enexis for all losses and/or costs relating to all such claims from third parties.
- 17.3 The Other Party is obliged to notify Enexis immediately in writing of the occurrence of any damage or losses and to confirm this notification in writing within 48 hours.
- 17.4 The Other Party is in the possession of proper insurance. The insured amount of its public liability insurance (AVB) must be at

least 2.5 million Euro per event. If a professional liability insurance is required, the amount insured under this insurance must be at least 250,000 Euro per event. On Enexis' request the Other Party will provide the policy conditions or certificate for inspection by Enexis.

## ARTIKEL 18. Non-performance of the Agreement

- 18.1 As soon as the Other Party knows, or should know, that it will fail in its performance of the Agreement and/or Purchase Order, it will be obliged to inform Enexis thereof, stating reasons for the failure.
- 18.2 In the event of non-performance, Enexis will declare the Other Party in default by means of a written demand in which it is granted a reasonable period of time to effect performance, except where it is evident that the Other Party cannot reasonably be deemed to be in a position to fulfil its obligations (any more), in which case the Other Party will be in default with immediate effect. If no other period of time is set, the reasonable term is set at 30 days.
- 18.3 If performance is still not effected within the additional period of time, despite the demand referred to in Paragraph 2, the Other Party will be in default by operation of law and will be obliged to pay full compensation, including statutory interest, with effect from the date the Other Party failed to fulfil the obligations applicable to it.
- 18.4 The right to compensation set out in Article 18.3 will not affect the right of Enexis to claim performance of the Agreement and/or Purchase Order or to confer full or partial performance of the Agreement and/or Purchase Order on third parties at the expense of the Other Party.

## ARTIKEL 19. Force Majeure

- 19.1 If failure to fulfil an obligation ensuing from the Agreement and/or Purchase Order cannot be attributed to the Other Party, it will not be in default and it will not be required to pay compensation. In a situation of this nature, the Other Party will be required to immediately notify Enexis of the force majeure situation (in writing), the cause thereof and the period that it is likely to last.
- 19.2 Enexis will be entitled to suspend its payment obligation when a force majeure situation arises.

## ARTIKEL 20. Dissolution

- 20.1 Enexis has the right to dissolve the Agreement and/or Purchase Order with immediate effect if:
- the Other Party is liquidated or granted a moratorium (or a winding-up petition is filed or a moratorium applied for), closes down or is taken over, or in the event of any similar situation involving the business of the Other Party; or
  - assets belonging to the Other Party are seized and are important for its fulfilment of the obligations ensuing for it from the Agreement and/or Purchase Order, except where the seizure is lifted within 14 calendar days; or

# ENEXIS GENERAL PURCHASING CONDITIONS 2019

- fulfilment by the Other Party is temporarily or permanently impossible; or
  - the Other Party is in default; or
  - in the event of bribery or a conflict of interest as referred to in Article 23; or
  - in the event of a force majeure situation on the part of the Other Party that lasts more than 30 calendar days.
- 20.2 Dissolution will be effected by means of a registered letter addressed to the Other Party.
- 20.3 All claims that Enexis might have or acquire against the Other Party at the time of the dissolution of the Agreement and/or Purchase Order will become due and payable in full immediately, plus costs for recovery and collection.
- 20.4 Rights and obligations that by their nature are intended to apply even after the Agreement and/or Purchase Order expire(s) (further to its and/or their dissolution, cancellation, lapse of time, or otherwise) will continue to apply.  
These rights and obligations will include the following at the very least: liability and indemnification, payment of any fines agreed on in writing (in relation to critical performance indicators), payment of tax and social security contributions, confidentiality, applicable law and the competent court.
- 20.5 If the Agreement ends further to its termination or a notice of termination by Enexis, the individual Purchase Orders will end too, except where Enexis explicitly indicates otherwise. In the latter situation, the Other Party will undertake to settle the relevant Purchase Order(s) and that which has been agreed on by the Parties in this respect will continue to apply. If Enexis issues a notice of termination for or terminates a Purchase Order, it will also be able to terminate or give notice to terminate the Agreement entered into between the Parties. If the Agreement ends by the lapse of time or agreement, the Parties will enter into consultation with each other about the consequences thereof for the individual Purchase Orders.

## ARTIKEL 21. Representation of the Parties and regulations

- 21.1 When entering into the Agreement and/or Purchase Order, the Parties will issue each other with the names of the persons:
- who are authorised to represent the Parties in all matters pertaining to the performance of the Agreement; and
  - who will be involved in performance of the Agreement and/or Purchase Order on their behalves.
- 21.2 Except where determined otherwise in the Agreement, Purchase Order, or in the additional conditions, Enexis will inform the Other Party of the regulations applicable at the premises. The Other Party will be obliged to bring the said regulations to the attention of its Personnel and/or engaged third parties and will do so before commencing performance of the Agreement and/or Purchase Order, and have them sign the declarations required by Enexis.
- 21.3 If the applicable regulations at the premises are not observed, or in the event of acts that are contrary to the declarations signed by

the Personnel of the Other Party and/or the third parties engaged by the Other Party, Enexis is authorised to deny the person or persons concerned access to the premises with immediate effect and to suspend performance of its obligations under the Agreement and/or Purchase Order with immediate effect.

## ARTIKEL 22. Personnel employed by the Other Party

- 22.1 The Personnel and/or third parties engaged by the Other Party will be required to be in a position to prove their identity when performing the Agreement. They will also be required to comply with general good conduct requirements, suitability, professional competence and expertise.
- 22.2 If Enexis reasonably believes that the Personnel and/or third parties deployed by the Other Party lack the qualifications necessary to perform the Agreement and/or Purchase Order, Enexis is authorised to demand their replacement.
- 22.3 The Other Party will have full responsibility and liability for its Personnel and the third parties engaged by it at all times.
- 22.4 If the Other Party uses the services of third parties when performing the Contract, it will be required to impose the same obligations on the said third parties as those by which the Other Party is bound in respect of Enexis and also to monitor compliance with the said obligations by the third parties in question.
- 22.5 When requested to do so by Enexis, the Other Party will immediately submit a Certificate of Good Conduct for the Employees engaged by the Other Party. Employees of the Other Party may be screened by the General Intelligence and Security Service (Algemene Inlichtingen- en Veiligheidsdienst (AIVD)). Enexis may deny Employees of the Other Party access to Enexis business sites and/or buildings and also to the places where work is being done.

## ARTIKEL 23. Processing of personal data

- 23.1 Insofar as the Other Party processes personal data for Enexis in the context of the performance of the Agreement and is regarded as a processor as referred to in the General Data Protection Regulation (GDPR), the Other Party is required to conclude a processor agreement with Enexis.
- 23.2 Insofar as the Other Party processes personal data in the context of the performance of the Agreement and is not regarded as a processor as referred to in the General Data Protection Regulation (GDPR), the Other Party is required to conclude a data exchange agreement with Enexis at Enexis' request.
- 23.3 Enexis processes personal data of its business relations in a careful manner and in accordance with its privacy statement for business relations, available at [www.enexisgroep.nl](http://www.enexisgroep.nl).

## ARTIKEL 24. Applicable law and disputes

- 24.1 The Agreement, all legal relationships arising from it and anything related to it will be governed exclusively by Dutch law.
- 24.2 All disputes, including those that are only considered such by one of the Parties, that may arise pursuant this Agreement or legal

# ENEXIS GENERAL PURCHASING CONDITIONS 2019

relationships arising from to it, will be settled by the competent court in the district of East Brabant.

- 24.3 In derogation from the previous paragraph, Enexis may decide that disputes are submitted to an institute for alternative dispute resolution, with the exclusion of the ordinary court.

- 24.4 The applicability of the United Nations Convention on Agreements for the International Sale of Goods (the Vienna Sales Convention) is hereby excluded.



# ENEXIS GENERAL PURCHASING CONDITIONS 2019

## SUPPLIER CODE OF CONDUCT

As a network manager, Enexis plays a central role in the supply of energy and has a regional monopoly in installing and managing energy networks. Customers have no choice. We see this as a challenge to remain focused and set the bar high for ourselves. The social task of Enexis is reflected in the key words reliable, affordable, customer-oriented and sustainable. We make every effort to live up to that promise. Our customers can count on always having access to electricity and gas everywhere within our supply area at acceptable connection and transmission tariffs. We ensure that electricity and gas is delivered safely to homes and businesses, we apply customer-oriented processes and we bear responsibility for a sustainable energy supply.

The interests of society weigh heavily on Enexis' business practices. Sustainability is entrenched in our strategy. We are working on reducing our own ecological footprint. We reuse as much of our own materials as possible and collaborate with partners that do the same. We work on an emission-neutral basis through reduction, use of green energy and offsetting the remaining emissions. We pay close attention to energy savings in buildings, the sustainable transport of our employees and energy consumption in the chain. Corporate social responsibility (CSR) is detailed in our CSR-statement and CSR-principles, which are based on guidance standard ISO26000.

To achieve our corporate objectives we work together with suppliers. We therefore want to do business with suppliers that attach as much importance to corporate social responsibility as we do.

A number of basic principles concerning corporate social responsibility are clarified further in this code of conduct. By entering into an Agreement with Enexis, the supplier undertakes not only to comply with all applicable laws and regulations, but also these basic principles.

### **People**

#### *UN and ILO*

The supplier observes the United Nations' Universal Declaration of Human Rights. The supplier also observes the international working conditions and circumstances as formulated by the International Labour Organisation (ILO).

#### *Child labour*

The supplier observes all supranational and national laws and regulations that apply to child labour (in particular ILO Conventions 138 and 182) and takes adequate action to comply with these Conventions.

# ENEXIS GENERAL PURCHASING CONDITIONS 2019

## *Discrimination*

The supplier fully observes all anti-discrimination provisions of supranational and national laws and regulations.

## *Working conditions*

The supplier has developed policy that complies in any case with all supranational and national laws and regulations relating to labour and working conditions (including health, safety, secure working and the environment) and observes the collective bargaining agreements that apply to it in each case.

## **Environment**

The supplier respects the environment and complies with all applicable supranational and national environmental laws and regulations. It organises its business processes so as to guarantee compliance.

Like Enexis, the supplier strives for maximum recycling of waste flows and waste is avoided as far as possible.

## **Integrity**

Suppliers are ethical: they do not get involved in bribery or kickbacks and they exercise caution in giving and receiving business gifts. The law and culture of the country where business is conducted are observed. Measures are adopted to minimise the risks of corruption and/or abuse of power, both in relation to the production and supply of goods, products and services.

## **Specific details**

### *Implementation*

The supplier must divulge this code of conduct to the management and employees of its organisation and ensure it is observed.

### *Verification*

Enexis regularly meets with its suppliers. Topics arising from this code of conduct may raise for discussion at such a meeting. If Enexis deems it necessary, it may ask for an audit to be conducted by a third party that it designates. The supplier declares that it will cooperate fully with this audit.

By entering into a contract with Enexis, the supplier declares that it agrees to the basic principles in this code of conduct. The supplier further agrees that topics arising from this code may form part of discussions with Enexis and that the supplier, if necessary, will draw up plans for improvement.