

ENEXIS ADDITIONAL CONDITIONS SUPPLY CHAIN 2021

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ARTICLE 1. DEFINITIONS

In these Enexis Additional Conditions Supply Chain, the capitalised terms below have the meaning given to them in the Purchase Conditions and – insofar as not mentioned in the Purchase Conditions – are described as follows:

- 1.1 Additional Conditions: these Enexis Additional Conditions Supply Chain;
- 1.2 Purchase Order: Enexis's agreement(s) with the Other Party in which the Other Party is instructed to deliver specified Items with attached conditions;
- 1.3 Contact Person: the official named in the Purchase Order who issues Purchase Orders to the Other Party on Enexis's behalf;
- 1.4 Reusable Packaging: the form of packaging that is returned to the Other Party for reuse in its original form, such as euro pallets, gas bottles, reels, and customised packaging;
- 1.5 Individual Packaging: the packaging of an Item, or a set of different Items, which Enexis carries under one Enexis article number;
- 1.6 Delivery Period: the period in calendar days between the Other Party's receipt of a Purchase Order and the Other Party's delivery of Items to the delivery location specified in the Order;
- 1.7 LOC: Logistics Operations Centre (central distribution centre);
- 1.8 Location Contact Person: the official named in the Purchase Order who will receive the deliveries from the Other Party on Enexis's behalf at the delivery location, other than the LOC, specified in the Purchase Order;
- 1.9 Outer Packaging: the form of packaging whose contents are made out of a variety of different items;
- 1.10 Overpack: the form of packaging whose contents consist of identical Items;
- 1.11 Framework Agreement: the umbrella agreement entered into between Enexis and the Other Party, which records arrangements about the Delivery of Items on a more frequent basis;
- 1.12 Carrier: the business operator and its Personnel appointed by the Other Party for the transport of the Items;
- 1.13 Calendar Days: the days according to the Dutch calendar.
- 1.14 Business Days: the days from Monday to Friday, with the exception of public holidays generally recognised in the Netherlands.

ARTICLE 2. APPLICABILITY OF ADDITIONAL CONDITIONS

- 2.1 These Additional Conditions apply to all legal acts of the Parties relating to concluding and performing the Purchase Order or Agreement.
- 2.2 Deviations from these Additional Conditions can be agreed only in

- 2.3 writing between the Parties' legally authorised representatives.
- 2.3 If there is any inconsistency between the various documents that collectively make up the Agreement, the following hierarchy will apply in order of priority:
 - 1) the provisions of the Purchase Order, 2) the Framework Agreement, 3) these Additional Conditions, and 4) Enexis's Purchase Conditions.

ARTICLE 3. PURCHASE ORDER AND ORDER CONFIRMATION

- 3.1 The Other Party supplies only on the basis of a Purchase Order that Enexis gives to it. The Contact Person forwards all Purchase Orders to the Other Party in writing or by electronic communication.
- 3.2 The Other Party must not refuse a Purchase Order unless it does not meet mandatory statutory requirements or the requirements of the Agreement. Refusal is possible only up to three Business Days after receipt of the Purchase Order.
- 3.3 After approval by the Other Party, Enexis may reschedule all or part of a specific Purchase Order accepted by the Other Party up to three Business Days before the delivery date as regards the original planned delivery date, delivery location and/or quantities of Items to be delivered.
- 3.4 Enexis may cancel all or part of a specific Purchase Order accepted by the Other Party with the Other Party's approval.
- 3.5 The Other Party must confirm receipt and acceptance of the Purchase Order to the Contact Person within 3 (three) Business Days using a general email address as specified in Enexis's Purchase Order.
- 3.6 At Enexis's request, the Other Party must provide Enexis with an updated list of all full or partially open Purchase Orders every week. This list includes the number of Items ordered, the delivery date requested by Enexis, and the delivery date confirmed by the Other Party for each Purchase Order.
- 3.7 If the Other Party cannot deliver Items, temporarily or otherwise, cannot deliver in full, or cannot deliver on the requested delivery date, it must inform Enexis. The Other Party can propose rescheduling to Enexis. Enexis doesn't need to accept the Other Party's proposal. This proposal does not affect the Other Party's liability for attributable failure to perform as stated in the Agreement.

ARTICLE 4. PACKING INSTRUCTIONS

- 4.1 The maximum permissible weight is 23 kg per box. Heavier packaged Items must be equipped with suitable facilities for moving, storing or transporting, for example with hoisting eyes, pallets or other aids that Enexis considers suitable for that purpose.
- 4.2 All articles must be protected externally against damage, dirt, moisture and other weather influences;
- 4.3 All packaging materials to be used by the Other Party must be biologically degradable wherever possible or at least recyclable in accordance with generally accepted standards.
- 4.4 To identify the Items delivered, all packaging must have clearly legible and indelible features such as an Enexis item code, packaging quantity (indication) bar code and/ or QR code.

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- 4.5 If the delivered Items consist of separate components (fasteners, packings, stickers, assembly instructions, and so on), these must be delivered in suitable packaging, recognisable in accordance with the specification in para. 4.4. as belonging to the delivery in question.
- 4.6 For each Purchase Order, the Other Party must provide information to Enexis about the necessary facilities (deviating from the standard) for horizontal and vertical transport, moving and storing such as hoisting equipment, a forklift truck and specific storage for hazardous articles.
- 4.7 The packaging, other than return packaging marked as such by the Supplier and load carriers such as pallets and roll containers, become Enexis's property on delivery. Enexis may waive this right to acquire ownership and require the Supplier to take back the packaging.
- 4.8 The following applies to the pallets:
- 4.8.1. Only euro pallets, at least quality level B of EVO Fedenex regulations and European accepted quality level, measuring 0.80 x 1.20 metres, with the height of the packaging including the pallet not exceeding 1.20 metres, are allowed.
- 4.8.2. If delivery is on euro pallets, the Other Party must take back the same number of euro pallets. The Other Party cannot charge for pallets as part of the delivery.
- 4.8.3. If the Other Party refuses Article 4.8.2 (return of pallets in accordance with the regulations), it forfeits the right to complain about the pallets at a later stage.
- 4.8.4. Delivery of specific Items on load carriers other than euro pallets is possible only with Enexis's prior written consent.
- 4.9. Changes to packaging approved by Enexis (whether prescribed or proposed by the Other Party) are possible only after consultation and written consent from the Parties.
- 4.10. If Enexis proposes a request to change the packaging, the Other Party must cooperate with the request within its possibilities. The Other Party must inform Enexis of any refusal of this request as soon as possible, in writing and with substantiation. Any costs incurred will be discussed and reimbursed only after approval by Enexis's designated contract manager or Purchasing representative.
- 4.11. Packages and/or boxes on a pallet must be stacked stably, if possible in connection with each other, but always within the edges of the pallet.

ARTICLE 5. DOCUMENTS

- 5.1 The waybill and packing slip are part of the delivery.
- 5.2 Waybill:
- 5.2.1 The waybill has been drawn up in accordance with current laws and regulations.
- 5.2.2 If delivery is to a location other than an Enexis LOC, the waybill must contain the name and telephone number of the Location Contact Person.
- 5.3 Packing slip:
- 5.3.1 The packing slip must be attached in a clearly visible manner to the outside of the Outer Packaging of the Items to be delivered in a transparent plastic sleeve and contain the following information:
- Enexis order number;
 - Name of Enexis's Contact Person;
 - Delivery address;

- Name of Enexis's Location Contact Person;
- Delivery date;
- Packing slip number;
- Sales order number or other reference of the Other Party linked to Enexis's order;
- For each position number of the packing slip:
- Other Party's article number;
- Item description;
- Product unit;
- Enexis's article number;
- Charge numbers or serial numbers;
- Best before date;
- The number of Items as requested in Enexis's Purchase Order;
- The number of Items of the delivery concerned;
- Product-specific information, if applicable.

- 5.4 If Enexis decides to digitise the document flow as referred to in this article, the Other Party must cooperate in this digitisation to the best of its ability.

ARTICLE 6. MARKINGS

- 6.1 Marking of pallets:
- 6.1.1 If a pallet is used to transport an Individual Packaging, Outer Packaging or Overpack, the marking requirements for an Individual Packaging, Outer Packaging or Overpack apply.
- 6.1.2 If a pallet contains several Individual Packagings, Outer Packagings or Overpacks, each Individual Packaging, Outer Packaging or Overpack must fulfil the marking requirements applicable to an Individual Packaging, Outer Packaging or Overpack.
- 6.2 Marking on Outer Packaging:
- 6.2.1 If the Outer Packaging is a stand-alone delivery, all relevant documents relating to the delivery, including the packing slip, must be clearly visible in a transparent plastic sleeve on the outer packaged Item.
- 6.2.2 All Outer Packagings of the delivery must be marked with at least:
- Enexis's Purchase Order number;
 - Sales order number or other reference of the Other Party linked to Enexis's Purchase Order;
 - Item description;
 - Enexis's article number;
 - Other Party's article number;
 - The number of Items in the Overpack concerned;
 - Bar code;
- 6.2.3 If several different articles are combined in one Outer Packaging, this must be clearly stated on the Outer Packaging.
- 6.2.4 If one article consists of several parts that are packaged separately, each individual packaging must clearly state the total number of packages and the serial number of the specific part in the packaging concerned.
- 6.3 Marking on an Overpack:
- 6.3.1 If the Overpack is a stand-alone delivery, all relevant documents relating to the delivery, including the packing slip, must be clearly visible in a transparent plastic sleeve on the overpacked Item.

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6.3.2 If Overpacks are used, each Overpack must contain an Item Identifier that clearly displays at least the following information:

- Enexis's Purchase Order number;
- Sales order number or other reference of the Other Party linked to Enexis's Purchase Order;
- Item description;
- Enexis's article number;
- Other Party's article number;
- Bar code;
- The number of Items in the Overpack concerned;

6.4 Marking on Individual Packaging

6.4.1 If the Individual Packaging is a stand-alone delivery, all relevant documents relating to the delivery, including the packing slip, must be clearly visible in a transparent plastic sleeve on the individually packaged Item.

6.4.2 Each Individual Packaging must contain product identification that clearly displays at least the following information:

- Item description;
- Enexis's article number;
- Other Party's article number;
- Serial number (if applicable);
- Bar code.

ARTICLE 7. CARRIER

- 7.1 The Other Party warrants that the Carrier will punctually fulfil the obligations described in the Agreement.
- 7.2 The Carrier must work in accordance with the applicable health, safety and environmental regulations, be properly certified, and take note of the rules, instructions or directions applicable at the delivery location.
- 7.3 The Carrier must be able to communicate in Dutch, English or German.

ARTICLE 8. DELIVERY

- 8.1 General:
- 8.1.1 Unless expressly agreed otherwise, Items must be delivered on the delivery date and at the delivery location stated in the Purchase Order.
- 8.1.2 Deliveries, including unloading at the delivery locations specified by Enexis, occur under the Other Party's responsibility.
- 8.1.3 Loading and unloading at any delivery location occur in accordance with the rules and instructions applicable at that location. If a situation at the delivery location is unsafe, the Carrier must report this to the Location Contact Person, after which a solution or an alternative unloading location will be sought. If this proves to be impossible or if additional transport or other costs are involved, the Contact Person must be contacted.
- 8.1.4 After unloading and inspection by the Location Contact Person, they will sign the waybill. The Other Party must email a copy of the signed packing slip within three (3) Business Days of delivery to the Contact Person.
- 8.1.5 If and as soon as the Other Party has information suggesting there is a risk that Items cannot be delivered on the agreed delivery date, it

8.1.6 must immediately contact the Contact Person. The provisions of Article 3.7 of these Additional Conditions then apply by analogy. The Other Party must not make partial deliveries for separate Purchase Orders, except with Enexis's express consent. Undelivered positions must then be shown on the packing slip as "in back order". Any additional costs resulting from partial deliveries are payable by the Other Party.

8.2 Delivery to an Enexis LOC:

8.2.1 On Business Days, Enexis's LOCs are open for deliveries of Items from 7:30 am to 3:30 pm, on the understanding that vehicles must be unloaded and/or loaded before 3:30 pm. Delivery of Items outside opening hours is possible only with the Contact Person's consent.

8.2.2 Enexis can agree with the Other Party on a fixed delivery day for the delivery of certain Items.

8.2.3 Enexis's LOCs have equipment available for unloading, such as a fork-lift truck or side loader. In consultation with Enexis, the Other Party may use this equipment and relevant Enexis's personnel at its own expense and risk. The Other Party's personnel are expressly not authorised to use Enexis's equipment.

8.2.4 Enexis's personnel will not unload vehicles that cannot be unloaded unimpeded from the side or rear. Unloading is then possible only if the Carrier does this with its own equipment (on the vehicle) and at its own risk.

8.2.5 If the LOC is equipped with a loading and unloading platform, Items will be loaded and unloaded using the platform, unless Enexis determines, after consulting with the Other Party, that Items cannot be unloaded using the platform (e.g. straight lengths of pipes).

8.3 Deliveries not at an LOC (e.g. delivery in the field):

8.3.1 For deliveries on Business Days to a delivery location other than one of Enexis's LOCs, the delivery time must be coordinated with the Contact Person.

8.3.2 The Other Party or Carrier must confirm the agreed day and time window (maximum two hours) for delivery at any location in the Netherlands with the Location Contact Person two (2) Business Days before the delivery.

8.3.3 The Carrier must contact the Location Contact Person by telephone two hours before delivery, stating the expected time of delivery.

8.3.4 If no-one is available on Enexis's behalf at the delivery location at the agreed time of delivery, the Carrier must immediately contact the Contact Person itself or through the Other Party to find a solution to the situation.

8.3.5 The Carrier is responsible for loading or unloading the delivery.

ARTICLE 9. CODING SYSTEM

- 9.1 If Enexis decides to introduce an alternative for the current article coding system, the Other Party must cooperate in implementing this system to the best of its ability.