

# ENEXIS PURCHASING CONDITIONS 2025

PART 1: GENERAL PROVISIONS	1	<b>Article 46.</b>	Testing maintenance result	13
<b>Article 1.</b>	1	PART 3C: SPECIAL PROVISIONS ICT - CLOUD SERVICES		13
<b>Article 2.</b>	1	<b>Article 47.</b>	Data	13
<b>Article 3.</b>	2	PART 3D: SPECIAL PROVISIONS ICT - EXIT & RETRANSITION		13
<b>Article 4.</b>	2	<b>Article 48.</b>	End of the agreement/exit	13
<b>Article 5.</b>	2	<b>Article 49.</b>	Retransition plan	13
<b>Article 6.</b>	2	SUPPLIER CODE OF CONDUCT		15
<b>Article 7.</b>	2			
<b>Article 8.</b>	3	<b>PART 1: GENERAL PROVISIONS</b>		
<b>Article 9.</b>	3			
<b>Article 10.</b>	3	<b>1. DEFINITIONS</b>		
<b>Article 11.</b>	3	In these Enexis Purchasing Conditions, the following capitalised terms have the following meanings:		
<b>Article 12.</b>	3	1.1 Activities/Work: all activities/work to be carried out by the Other Party under the agreement.		
<b>Article 13.</b>	4	1.2 Enexis: Enexis Holding N.V. and all companies belonging to the group as referred to in Article 2:24b of the Dutch Civil Code (Burgerlijk Wetboek).		
<b>Article 14.</b>	4	1.3 In writing/Written: any readable text, including by electronic means.		
<b>Article 15.</b>	4	1.4 Intended Use: the use that can reasonably be expected by Enexis of the goods and the (results) of Services and Activities/Work to be purchased from the Other Party.		
<b>Article 16.</b>	4	1.5 Intellectual Property Right: all current and future intellectual property rights, including patent rights, copyrights, design rights, trademark rights, database rights and related rights such as domain names, trade secrets, data and Know-how.		
<b>Article 17.</b>	4	1.6 Know-how: all knowledge and information including manuals, instructions, designs, formulas, standards, technical information, processes, methods, test materials, procedures and best practices.		
<b>Article 18.</b>	5	1.7 Other Party: any natural or legal person with whom Enexis has entered into an agreement.		
<b>Article 19.</b>	5	1.8 Personnel: the employees involved by the Other Party in the execution of the agreement, including employees of subcontractors and borrowed workers.		
<b>Article 20.</b>	5	1.9 Purchasing Conditions: these Enexis Purchasing Conditions.		
<b>Article 21.</b>	5	1.10 Purchase Order/Order: the Written agreement in which the Services and/or goods and/or work to be performed by the Other Party and the specific conditions attached are laid down.		
<b>Article 22.</b>	5	1.11 Usage Right: the right under which Enexis is entitled to use Intellectual Property Rights provided by/on behalf of the Other Party in the manner laid down in the Intended Use. In the event that the agreed Service relates to an ICT solution, this Right of Use also includes the right to install and/or use it, including all reproductions and publications, whether or not temporary or permanent, which are reasonably necessary for Enexis.		
<b>Article 23.</b>	6	1.12 Service: contract for services within the meaning of Article 7:400 of the Dutch Civil Code.		
<b>Article 24.</b>	6			
PART 2: SPECIAL PROVISIONS FOR WORK	6	<b>2. APPLICABILITY</b>		
<b>Article 25.</b>	6	2.1 These Purchasing Conditions consist of general provisions and special provisions. The general provisions of Part 1 always apply to all requests, offers to and agreements with Enexis and to all Purchase Orders/Orders concluded. The special provisions of Part 2 apply when the Other Party performs contracting work within the meaning of Article 7:750 of the Dutch Civil Code. The special provisions of parts 3, 3a, 3b and 3c		
<b>Article 26.</b>	6			
<b>Article 27.</b>	6			
<b>Article 28.</b>	6			
<b>Article 29.</b>	7			
<b>Article 30.</b>	7			
<b>Article 31.</b>	7			
PART 3: ICT SPECIAL PROVISIONS	7			
PART 3A: ICT SPECIAL PROVISIONS – GENERAL	7			
<b>Article 32.</b>	7			
<b>Article 33.</b>	9			
<b>Article 34.</b>	9			
<b>Article 35.</b>	10			
<b>Article 36.</b>	11			
<b>Article 37.</b>	11			
<b>Article 38.</b>	11			
<b>Article 39.</b>	11			
PART 3B: SPECIAL PROVISIONS ICT - AVAILABILITY & MAINTENANCE	12			
<b>Article 40.</b>	12			
<b>Article 41.</b>	12			
<b>Article 42.</b>	12			
<b>Article 43.</b>	12			
<b>Article 44.</b>	12			
<b>Article 45.</b>	13			

# ENEXIS PURCHASING CONDITIONS 2025

apply when the Other Party (whether or not partially or fully) performs Services or supplies goods with regard to an ICT Solution.

- 2.2 The applicability of (general) terms and conditions applied by the Other Party, under any name whatever, is hereby expressly rejected.
- 2.3 The Supplier Code of Conduct as included in these Purchasing Conditions, forming part of these Purchasing Conditions, applies to all requests, offers, agreements and Purchase Orders/Orders.

## 3. OFFERS, CHANGES, CONTRACT VARIATIONS

- 3.1 Any request from Enexis for an offer from the Other Party is without any obligation and does not bind Enexis.
- 3.2 If Enexis receives an offer from the Other Party in response to a request, that offer will be valid for at least 30 calendar days, unless the parties have expressly agreed a different term.
- 3.3 Enexis will only issue or confirm the assignment in Writing.
- 3.4 The agreement between the parties is concluded at the time Enexis sends the Purchase Order/Order to the Other Party.
- 3.5 Enexis is entitled to make reasonable changes and/or additions to the offer of the Other Party. In that case, the agreement between the parties will be concluded at the time the Other Party confirms in Writing that it (unconditionally) agrees to the changes and/or additions made by Enexis, or at the time the Other Party actually starts executing the agreement.
- 3.6 Also, after the agreement has been concluded, Enexis is entitled to require the Other Party to make reasonable changes to the nature and scope of the agreement. If, in the opinion of the Other Party, a change has consequences for, for example, the agreed price and/or the agreed time of delivery/execution, it is obliged to inform Enexis of this in Writing as soon as possible, but no later than 8 working days after Enexis has communicated the requested change, before complying with the change. If the Other Party fails to do so, it will be liable for the damage resulting therefrom.
- 3.7 If the consequences for the price and/or agreed delivery/execution time mentioned by the Other Party in the previous paragraph are considered unreasonable by Enexis, Enexis has the right to dissolve or terminate the agreement. Besides compensation for reasonably incurred unavoidable costs for already performed activities or delivered Services or goods, the other party has no right to further compensation of any damage due to dissolution or termination of the agreement. Additional work is only eligible for compensation by Enexis if Enexis has given a Written instruction or agreement for the additional work.
- 3.8 Additional work is only eligible for compensation by Enexis if Enexis has explicitly ordered or approved it in Writing.
- 3.9 If the performance to be performed by the Other Party under the agreement, has been lightened demonstrably or reduced, because Enexis has changed its views or amendment to the legal provisions, it is considered an omission and eligible for setoff.  
If a fixed price has been agreed, the parties will determine the amount of the omission in mutual consultation, which will be offset against the agreed fixed price.

## 4. PRICES AND RATES

- 4.1 The agreed prices and/or rates are in euros and are exclusive of Value Added Tax, unless otherwise agreed In Writing, but include transport costs, taxes, import duties, other levies, insurances, packaging costs, removal costs and any installation

and assembly costs, as well as all additional costs related to the Other Party's compliance with the agreement, such as usage rights, inspections, tools, and equipment.

## 5. DOCUMENTS/ MATERIALS MADE AVAILABLE

- 5.1 The Other Party checks materials, specifications, drawings, and other documentation received from Enexis for the execution of the agreement and/or Purchase Order/Assignment for completeness, accuracy, and defects. The Other Party reports any apparent defects, inaccuracies, and incompleteness in these documents and materials to Enexis In Writing within 2 weeks of receipt. If the Other Party does not do so, it is assumed to have accepted the materials and documentation, and can no longer claim defects, inaccuracies, or incompleteness.
- 5.2 The Other Party must store and secure materials provided by Enexis at no additional cost, properly packaged and recognisable as designated for Enexis, and take all reasonable measures to prevent deterioration in quality.
- 5.3 All materials, drawings and other documentation remain the property of Enexis.

## 6. EXECUTION OF THE AGREEMENT

- 6.1 Enexis is entitled to postpone or suspend the execution of the agreement and/or the Purchase Order/Order, in whole or in part. Additional costs and damage associated with the postponement or suspension will remain or will be borne by the Other Party, unless the postponement or suspension is the result of circumstances that are considered part of the risk of Enexis. The provisions of Article 5.2 will then apply accordingly to the goods to be delivered by the Other Party, unless it imposes a disproportionate burden on the Other Party. In that case, the parties will enter into consultations to reach a reasonable and acceptable arrangement. The postponement of execution at Enexis's initiative will lead to an extension of the agreed terms after Enexis has confirmed it In Writing.
- 6.2 The Other Party is not entitled to postpone and/or suspend the agreement in whole or in part, or to perform parts of the agreement earlier, unless expressly agreed In Writing.
- 6.3 The agreed term(s), date(s) are considered fixed and final. The mere exceeding of those term(s)/date(s) by the Other Party will put the Other Party in default.
- 6.4 The delivery of goods occurs Delivered Duty Paid (in accordance with the latest published version of the Incoterms) and goods are unloaded in accordance with the agreed delivery location, delivery time and/or delivery period.
- 6.5 The delivery of goods is subject to the Enexis Supply Chain order, supply and packaging requirements. These are published on the Enexis website (<https://www.enexisgroep.nl/over-ons/inkoop-leveranciers/inkoopvoorwaarden>).

## 7. OWNERSHIP AND RISK

- 7.1 The ownership and risk of a good passes from the Other Party to Enexis at the time of the actual delivery at the location designated by Enexis, provided that acceptance within the meaning of Article 10 has taken place.  
A retention of title by the Other Party is not valid. In the case of a delivery postponement according to Article 6.1, the title of the relevant goods passes from the Other Party to Enexis at the moment the goods are stored as identifiable property of Enexis

# ENEXIS PURCHASING CONDITIONS 2025

with or on behalf of the Other Party.

## 8. PAYMENT

- 8.1 Payment is not due by Enexis until after full and correct execution of the agreement and/or Purchase Order/Order and after receipt and approval of the invoice by Enexis. Enexis will settle the invoice - unless disputed on content and provided it complies with Enexis's invoice acceptance policy - within 30 calendar days of receipt.  
The invoice acceptance policy is published on the Enexis Group website ([www.enexisgroep.nl/over-ons/facturatie](http://www.enexisgroep.nl/over-ons/facturatie)).
- 8.2 Payment by Enexis does not in any way imply waiver of any right and/or acceptance of the delivered goods, Services or the delivered result of the Activities/Work.
- 8.3 The parties are at all times entitled to set off each other's due and payable claims (for whatever reason).

## 9. GUARANTEE

- 9.1 The Other Party guarantees that the delivered goods, Services and/or Activities/Work:
- comply with what has been agreed;
  - meet the characteristics or results that have been promised and/or that could reasonably be expected;
  - are fit for the purpose for which they are intended;
  - are free from defects, design, construction, material and manufacturing defects and rights of third parties;
  - comply with laws and regulations in the areas of quality, safety, the environment and working conditions, among other areas.
  - their use, including resale, does not infringe on third-party rights, including intellectual property rights.
- 9.2 If the Other Party fails to fulfil its warranty obligations, it will be in default without notice of default. The warranty period for delivered goods and/or Services (and any goods and/or Services delivered as replacement) is 1 year calculated from the date of acceptance in accordance with Article 10. The expiry of the warranty period does not affect any (other) rights that Enexis may derive from the law and/or the agreement and is also granted for the benefit of Enexis' customers and third parties engaged by Enexis.
- 9.3 The Other Party is obliged to immediately warn Enexis In Writing if:
- any part of the agreement, or
  - the premises/real property and/or water that Enexis has made available to the Other Party, or
  - a measure by Enexis, or
  - a change which Enexis instructs the Other Party to make,
- clearly contains or shows errors or defects that it would act contrary to the requirements of reasonableness and fairness or his legal obligations if he were to execute the agreement without warning.

## 10. INSPECTION/ACCEPTANCE/DELIVERY

- 10.1 Enexis is entitled to inspect or otherwise assess, within a reasonable period of (completion)/execution, whether the delivery of goods and/or the results or methods of execution of the Services provided by the Other Party comply with the agreement or Purchase Order/Order and can be accepted.
- 10.2 In the event that the Service leads to a deliverable, the Other Party addresses Enexis when it believes that all the conditions set out in the agreement have been complied

with, with the request for acceptance/approval of the result realised by the Other Party.

- 10.3 If the acceptance/inspection described in the previous paragraph leads to full or partial rejection, the Other Party will arrange for repair or replacement at its own expense, within a reasonable period of time.
- 10.4 If repair or replacement by the Other Party as described in the previous paragraph has not taken place within a reasonable period of time, Enexis will be entitled, at its own discretion, to:
- arrange for repair at the expense of the Other Party or have repair carried out by a third party,
  - to dissolve or terminate the agreement or Purchase Order/Order (in whole or in part).
- 10.5 If Enexis exercises one of the rights referred to in the aforementioned two paragraphs, Enexis also retains its right to compensation for damages.

## 11. PERIODIC CONTRACT EVALUATION, AUDIT & BENCHMARK

- 11.1 The parties have the right to evaluate their cooperation under the agreement annually, for the first time six months after the start of the agreement. If a party requires an interim evaluation, it will notify the other party In Writing. Cooperation in an additional evaluation request will not be unreasonably withheld.
- 11.2 Enexis has the right to have an audit conducted once a year to verify the correct compliance with the agreement by the Other Party. The Other Party is obliged to cooperate with this. Enexis is entitled to recover the costs of the audit from the Other Party if irregularities are discovered. Furthermore, Enexis then has the right to conduct three audits per year at the expense of the Other Party for a period of two years, from the moment of the audit in which the irregularities were identified.
- 11.3 The timing of the audit is determined by mutual agreement.
- 11.4 In order to have an audit as referred to in this Article conducted, the Other Party must maintain and manage an adequate administration.
- 11.5 Enexis has the option, for the first time 12 months after the commencement of the agreement, to benchmark the execution of the agreement by the Other Party in its entirety, or one or more part(s) thereof, and the fees for this. The benchmark will be conducted by a qualified independent third party. The Other Party must cooperate with the benchmark, including the provision of the necessary information, reports and/or data that are necessary for the benchmark. If the information, reports and/or data provided to the third party is/are of a confidential nature, Enexis will ensure that the third party signs an adequate confidentiality agreement.

## 12. CONFIDENTIALITY AND PUBLICITY

- 12.1 The Other Party, its Personnel and third parties engaged in the execution of the agreement are obliged to strictly maintain confidentiality of all personal data and all information of which the confidential nature has been expressly communicated or must reasonably be assumed based on the nature and content that have become known to them, directly or indirectly, from or about Enexis.
- 12.2 The Other Party is prohibited from publicising the execution of the agreement and/or Purchase Order/Assignment without the

# ENEXIS PURCHASING CONDITIONS 2025

prior Written consent from Enexis.

## 13. INTELLECTUAL PROPERTY

- 13.1 The Other Party guarantees that the result to be delivered by it as well as the method of executing the agreement does not infringe on the Intellectual Property Rights and/or other rights of third parties.
- 13.2 Enexis is the exclusive owner of all Intellectual Property Rights, including Know-how and information, arising from or the result of the execution of the agreement, regardless of the Other Party's share in its creation. Results are understood to mean everything that is achieved in the context of the agreement, for example as part of the goods and/or Services/Activities delivered. If any further legal act is required for Enexis to enforce this right, the Other Party will cooperate unconditionally.
- 13.3 The Other Party waives any personality rights to Intellectual Property Rights created under the agreement, to the extent that the applicable regulations allow such waiver.
- 13.4 In all cases other than those described in Article 13.2, the Other Party grants Enexis a Usage Right, all without additional costs for Enexis. This Usage Right is a perpetual, non-exclusive, sub-licensable and non-transferable Usage Right for the unlimited use of all goods and/or Services and/or tools supplied. Enexis is at all times entitled to further develop or adjust the Services and/or goods and/or tools, whether or not with the help of third parties, for its own use.
- 13.5 All Intellectual Property Rights made available by Enexis to the Other Party for the execution of the agreement are vested in Enexis and/or its licensors. The Other party cannot derive any rights therefrom.
- 13.6 If the agreement by which the Intellectual Property Right or a similar right is transferred or dissolved, Enexis will remain the owner of the Intellectual Property or any comparable (Usage) right even after the transfer or dissolution.

## 14. TRANSFER TO THIRD PARTIES

- 14.1 The parties may not transfer the rights and obligations arising from the agreement, nor the execution of the agreement, in whole or in part, to third parties without the prior Written consent of the other party. This consent will not be unreasonably withheld by the other party, notwithstanding the authority of this party to attach conditions to this consent. This provision is considered a clause with property law effect as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.

## 15. PERMITS/PERMISSIONS

- 15.1 The Other Party strives to timely obtain the necessary permits and private law consents of third parties required for the provision of Services and/or Work and/or delivery of goods as well as the use of the agreed performance and any potential maintenance.

## 16. LIABILITY AND INDEMNIFICATION

- 16.1 The liability of the parties as a result of an imputable failure to perform its obligations under the agreement is limited to:
- for agreements with a total (estimated) value of less than or equal to €50,000: €150,000 per event and €300,000 per contract year or part of a year that the agreement is in force;

- for agreements with a total value of more than €50,000 but less than or equal to €100,000: €300,000 per event and €500,000 per contract year or part of a year that the agreement is in force;
  - for agreements with a total value of more than €100,000 but less than or equal to €150,000: €500,000 per event and €1,000,000 per contract year or part of a year that the agreement is in force;
  - for agreements with a total value of more than €150,000 but less than or equal to €500,000: €1,500,000 per event and €3,000,000 per contract year or part of a year that the agreement is in force;
  - for agreements with a total value of more than €500,000: €3,000,000 per event and €5,000,000 per contract year or part of a year that the agreement is in force.
- Interrelated events are considered as one event. If the failure concerns a Purchase Order/Assignment under a framework agreement, the total value of the framework agreement is taken as the budgetary basis for determining the total estimated value as referred to in this paragraph.
- 16.2 The limitation of liability as referred to above will lapse:
- in the event of claims by third parties for compensation as a result of death or injury; and/or
  - in the event of intent or gross negligence on the part of the other party or its Personnel; and/or
  - in the event of infringement of intellectual property rights as referred to in Article 13; and/or
  - with regard to claims for damages, including the fines imposed by an administrative or supervisory authority.
- 16.3 The parties indemnify each other against all possible third-party claims for damage, in the broadest sense of the word (including claims by the tax authorities and UWV and claims relating to (intellectual) property rights), insofar as they arise from or are connected to the manner of execution of the agreement. The party to whom the damage-causing event or circumstance can be attributed will bear all costs and damages paid by the other party, unless this would be contrary to reasonableness and fairness.
- 16.4 The Other Party holds adequate insurance against legal/business and (if applicable) professional liability. The sum insured of the business liability insurance is at least €2,500,000.00 per event. For professional liability insurance, the sum insured is at least €250,000.00 per event. At the request of Enexis, the Other Party will provide the relevant policy conditions or the certificate thereof.
- 16.5 The right to compensation does not affect Enexis' right to demand compliance with the agreement and/or Purchase Order/Order, or instruct the execution of the agreement and/or Purchase Order/Order, in whole or in part, to third parties at the expense of the Other Party.

## 17. FORCE MAJEURE

- 17.1 The Other Party will immediately inform Enexis (In Writing) of a force majeure situation, its cause and the period it is expected to last.
- 17.2 In the event of force majeure, Enexis is entitled to suspend its payment obligation.
- 17.3 Force majeure will in any case not be understood to mean: staff shortages, strikes, illness of staff, shortage of raw materials, transport problems, disruptions in the production of the Other Party, late delivery or unsuitability of goods required for the performance of the Activities/Work, liquidity or solvency

April 2025

*This is an unauthorized English translation of the Enexis Inkoopvoorwaarden 2025.*

*In case of any discrepancies between this translation and the original Dutch text, the Dutch text will prevail*



# ENEXIS PURCHASING CONDITIONS 2025

problems on the part of the Other Party or failure of third parties engaged by it.

## 18. DISSOLUTION AND TERMINATION

- 18.1 Enexis has the right to terminate the agreement and/or Purchase Order/Order without any reminder or notice of default and without compensation for damages or costs in case of:
- a (petition for) bankruptcy or suspension of payments of the Other Party or in the event of shutdown, liquidation, dissolution or takeover or any comparable situation of the Other Party's business;
  - a substantial part of the assets of the Other Party being seized;
  - performance by the Other Party temporarily or permanently being impossible;
  - default of the Other Party;
  - bribery or conflict of interest;
  - a force majeure situation on the part of the Other Party, lasting more than 30 calendar days;
  - a significant change of control with/of the Other Party; or
  - a decision of a supervisory or administrative authority to terminate or limit the agreement with the Other Party;
  - the Other Party no longer meeting the suitability requirements on which an assignment has been granted/awarded to the Other Party or if an exclusion ground as referred to in Article 3.65 paragraph 3 in conjunction with 2.86 and 2.87 of the Public Procurement Act (or the regulations replacing it) is or will become applicable during the term of the agreement;
  - Enexis has reason to assume that the court will annul the Purchase Order/Order on the basis of Article 4.3.1 of the Public Procurement Act (or the regulations replacing it)
- All claims Enexis has or obtains against the Other Party at the time of dissolution of the agreement and/or Purchase Order/Order are immediately and fully due and payable, increased by collection costs.
- Dissolution will take place by means of a Written notice.
- 18.2 Enexis is at all times entitled to terminate the agreement and/or Purchase Order/Order prematurely or to terminate it in part by means of a Written notification to the Other Party. The notice period is 30 calendar days.
- 18.3 The Other Party expressly waives its right to terminate or dissolve the agreement prematurely.
- 18.4 Without prejudice to the statutory and/or contractual options for dissolution or termination by Enexis, if Enexis has entered into two or more related agreements with the Other Party and Enexis is entitled to terminate one of those agreements, for whatever reason, Enexis may also dissolve or terminate the other agreement(s) in the manner indicated. In this situation, the Other Party is not entitled to reimbursement of expenses or damages.

## 19. (CONSEQUENCES OF) TERMINATION OF THE AGREEMENT

- 19.1 If the agreement is (prematurely) terminated for whatever reason, the Other Party is obliged:
- to do what is reasonably necessary on demand of Enexis to ensure that a new contractor or Enexis itself can take over the execution of the agreement in a

timely manner and/or perform a similar performance for Enexis without hindrance;

- and
  - to enter into consultations on demand of Enexis about the continuation of the performance by third parties and/or Enexis itself and to draw up an exit plan; and
  - not to impose barriers or impediments of any kind that may complicate or prevent the transition to a new contractor in any way.
- 19.2 The rights and obligations that by their nature are intended to continue even after termination (by dissolution, cancellation, lapse of time, or consensus) of the agreement and/or Purchase Order/Order, will continue to exist. These rights and obligations include in any case: liability and indemnification, payment of any fines agreed In Writing (KPI), payment of taxes and social security contributions, confidentiality, Usage Rights and intellectual property, applicable law and competent court.
- 19.3 Apart from compensation for reasonably incurred, unavoidable costs for goods or work in progress that have already been taken into production, termination of the agreement does not entitle the Other Party to further compensation for any damage.

## 20. USE OF THIRD PARTIES

- 20.1 If the Other Party engages third parties (including subcontractors) for the execution of a (specific) part of the agreement, the Other Party is obliged to do so on the basis of a written agreement.
- 20.2 The Other Party guarantees that any self-employed persons without personnel (Dutch ZZP) will be deployed in accordance with an agreement approved by the tax authorities.
- 20.3 The Other Party keeps an up to date list of subcontractors and suppliers that it uses for the execution of the agreement. At the request of Enexis, the Other Party provides this list.
- 20.4 The Other Party is obliged to cooperate with third parties engaged by Enexis at the request of Enexis.
- 20.5 Enexis may subject the Personnel of the Other Party who have been or will be engaged for the execution of the agreement to a security investigation, insofar as this is permitted by law, in accordance with the rules customary at Enexis. The Other Party will cooperate fully with that investigation. Based on the results, Enexis can refuse to deploy the staff member concerned in the execution of the agreement.
- 20.6 If a person who belonged or belongs to the Personnel of the Other Party and visits Enexis locations in that capacity, for whatever reason, is no longer or will no longer work for the Other Party, the Other Party will immediately report it to its contact person at Enexis.

## 21. LIABILITY FOR TAX MATTERS

- 21.1 The Other Party is obliged, at Enexis's request, to cooperate in limiting the risk of Enexis's legal liability for all wage tax, social security contributions, VAT, and other taxes payable in connection with the agreed work by the Other Party, its subcontractors, and/or its staff suppliers.

## 22. PROCESSING OF PERSONAL DATA

- 22.1 The Other Party guarantees Enexis that it complies with the

# ENEXIS PURCHASING CONDITIONS 2025

applicable laws and regulations regarding the protection of personal data, including the principles as contained in Article 5 of the General Data Protection Regulation (GDPR) in the execution of the agreement. On request, the Other Party will inform Enexis about the way in which it fulfils its obligations under these laws and regulations.

- 22.2 Insofar as the Other Party processes personal data for Enexis in the context of the execution of the agreement and is regarded as a processor within the meaning of the GDPR, the Other Party is obliged to enter into a data processing agreement with Enexis.
- 22.3 Insofar as the Other Party processes personal data in the context of the execution of the agreement and is not considered a processor within the meaning of the GDPR, the Other Party is obliged to enter into a data exchange agreement with Enexis.
- 22.4 If a 'personal data breach' as referred to in Article 4 of the GDPR (or the regulation replacing it) occurs with the Other Party, the Other Party will immediately, and in any event within 24 hours, contact the Data Protection Officer of Enexis (via [fg@enexis.nl](mailto:fg@enexis.nl)) and follow his/her instructions.
- 22.5 Enexis processes personal data of its business clients in a careful manner and in accordance with its privacy statement for business clients, see <https://www.enexisgroep.nl/privacy/klanten-en-zakelijke-relaties/>.

## 23. PHYSICAL ACCESS

- 23.1 If, as part of the agreement, employees or contractors of the Other Party have or may have independent physical access to Enexis office locations or other Enexis locations, including stations, the following provisions apply:
- The Other Party will only provide access to its employees and contractors in accordance with the applicable Enexis procedures if and for as long as they need to do so for the performance of their Activities/Work;
  - In the context of security and safety, employees and contractors can be accompanied by Enexis employees when entering Enexis locations;
  - If physical access is no longer necessary for an employee or contractor of the Other Party, the means of access of this employee or contractor will be removed by the Other Party and handed in in accordance with the applicable Enexis procedures;
  - The Other Party will provide Enexis with a list of all the granted means of access on demand.
  - The Other Party regularly checks and updates the means of access provided and immediately reports any irregularities.
- 23.2 Upon termination of the agreement, or earlier when possession of the means of access is no longer necessary for the execution of the agreement, the Other Party will return all means of access provided by Enexis, in accordance with the applicable Enexis procedures.

## 24. APPLICABLE LAW AND DISPUTES

- 24.1 The agreements and/or Purchase Orders/Orders are governed by Dutch law.
- 24.2 All disputes that may arise as a result of the agreement will be settled by the competent court of the district of Oost-Brabant.

- 24.3 The applicability of the de "United Nations Convention on contracts for the International sale of goods" is hereby excluded.

## PART 2: SPECIAL PROVISIONS FOR WORK

### 25. ADDITIONAL DEFINITIONS

- 25.1 Waste: all substances, mixtures or objects that Enexis has told the Other Party that it wants to discard, intends to discard or must discard. Substances, mixtures or objects also include materials.
- 25.2 Specifications: the description of the Activities/Work and any associated drawings.

### 26. GENERAL PROVISIONS AND RANKING RULE

- 26.1 If parts of the Specifications are mutually contradictory, the order of precedence will be determined on the basis of the following rules, unless a different intention arises from the Specifications:
- a) a newly written or signed document takes precedence over an old written or signed document;
  - b) the description takes precedence over a drawing;
  - c) a special scheme takes precedence over a general scheme;
- On the understanding that rule a takes precedence over rules b and c, and rule b takes precedence over rule c. If the application of these rules does not provide a solution, the contradiction will be interpreted, with due observance of fairness, to the detriment of the Party by or on behalf of whom the specifications have been drawn up.
- 26.2 The provisions of the preceding paragraph do not affect the obligation of the Other Party to warn Enexis in the event of an obvious contradiction between parts of the Specifications.

### 27. QUALITY, WARRANTY

- 27.1 In addition to Article 9.2, the Other Party is responsible for the quality of the result of the Activities/Work performed for a period of 1 year with effect from the time of delivery, unless explicitly agreed otherwise. If the result of the Activities/Work shows defects within the said period, the Other Party will be obliged to repair these defects free of charge.
- 27.2 The Other Party guarantees that the building materials to be used by it for the execution of the Activities/Work (materials, objects, installations, parts and the like):
- (a) are in good condition;
  - (b) comply with the agreement in terms of, inter alia, quantity, dimensions, weight, description and quality;
  - (c) comply in all respects with the descriptions and (technical) specifications as stated in the agreement or specified by Enexis;
  - (d) comply in all respects with the requirements laid down by national or international law or regulation;
  - (e) comply in all respects with the standard safety and quality standards which are customary within the industry;
  - (f) do not contain any manufacturing, material or design defects or other defects, including as referred to in Article 6:186 of the Dutch Civil Code;
  - (g) are suitable for the use intended by Enexis;
  - (h) are delivered or available in a timely manner; and
  - (i) their use, including any resale, does not infringe the rights of third parties, including intellectual property rights.

# ENEXIS PURCHASING CONDITIONS 2025

## 28. PREPARATION AND EXECUTION OF THE WORKS

- 28.1 The Other Party guarantees that the Activities are prepared and carried out in accordance with the general requirements of craftsmanship and expertise, in accordance with the agreement and all associated government regulations, as well as in accordance with directions and instructions from Enexis.
- 28.2 Unless otherwise agreed, the Other Party will keep Enexis informed (in writing) on a monthly basis of the progress of the Activities.

## 29. SAFETY

- 29.1 If the Other Party does not engage any subcontractors during the execution of the agreement, it must at least have a VCA\* or equivalent certificate. In other cases, the Other Party has at least a VCA\*\* or equivalent certificate.
- 29.2 Self-employed persons who are deployed are at least VCA-VOL certified.

## 30. DELIVERY

- 30.1 As soon as the result of the Activities/Work, or an agreed part thereof, is ready for acceptance by Enexis on the basis of the conditions laid down in the assignment, the Other Party will inform Enexis of this In Writing in order to achieve (partial) delivery of the result of (the said part of) the Activities/Work realised by it.
- 30.2 If, in the context of the acceptance of the result of the Work, Enexis wishes to make use of its authority to inspect the Activities/Work, the inspection of the Activities/Work will in principle take place within 8 days of the day on which the contractor's request to accept the Activities/Work referred to in paragraph 1 was sent. In that case, the day and time of the admission will be communicated to the Other Party in Writing in good time and as soon as possible, but at least 3 days before the day envisaged by Enexis. Enexis may require the Other Party or its entitled representative to be present at the inspection.
- 30.3 If Enexis has not responded within 8 days of the date of the request to accept the Activities/Work referred to in paragraph 1, it will be deemed not to wish to make use of its authority to inspect the result of the Activities/Work.
- 30.4 Within 15 days of the date on which the request to accept the Activities referred to in paragraph 1 is sent, Enexis will inform the Other Party in Writing whether or not the result of the Activities/Work has been accepted, in the latter case stating the defects that are the reasons for the refusal. If the defects are so substantial in terms of their number, nature and extent that Enexis cannot reasonably be expected to provide such a statement, it will only provide a brief overview of those defects. In the event of acceptance, the actual date of delivery will be deemed to be the day on which the request referred to in paragraph 1 is sent.
- 30.5 In case of a re-inspection, defects other than those which have been notified to the contractor in accordance with the fourth paragraph will only be a ground for further withholding of approval if they have become apparent after the previous inspection.
- 30.6 In the event of acceptance by Enexis, the result of the Activities/Work realised by the Other Party will be deemed to have been completed.
- 30.7 Enexis may impose discounts on the contract price on the

Other Party due to the late delivery of the result of the Activities/Work, counting from the time of the intended date of delivery. The sum of the discounts amounts to € 60.00 per day, unless explicitly agreed otherwise.

- 30.8 If Enexis has communicated that it cannot accept the result of the Activities/Work, the Other Party will be obliged to remedy the defects that are the reason for rejection without delay.
- 30.9 Article 10.4 applies mutatis mutandis. After rectification of the defects referred to in the previous paragraph, the Other Party requests in Writing to accept the result of the Activities/Work. In that case, the provisions of Articles 30.2 to 30.8 will apply mutatis mutandis.

## 31. WASTE

- 31.1 The Other Party will transport the Waste released during the Activities/Work to an approved processor engaged by it. The costs for this are included in the Activities/Work.

## PART 3: ICT SPECIAL PROVISIONS

### PART 3A: ICT SPECIAL PROVISIONS – GENERAL

## 32. ADDITIONAL DEFINITIONS

- 32.1 Acceptance: the Written acceptance by Enexis to the effect that (a specific part of) the ICT Solution and Documentation in the context of the Implementation or Installation of the ICT Solution or of an Improved Version, New Version or Patch respectively complies with the Requirements.
- 32.2 Acceptance Procedure: the procedure on the basis of which Enexis assesses whether or not it will proceed with Acceptance of the Installation of the ICT Solution or the Installation of an Improved Version, New Version or Patch with regard to the ICT Solution and/or of the (interim or otherwise) result of other Activities/Work of the Other Party for Enexis.
- 32.3 Availability: the availability of the ICT Solution for the Intended Use by Enexis.
- 32.4 Availability Rate: the time that the ICT Solution must be available to Enexis within a calendar month in a specific period agreed between Enexis and the Other Party, expressed as a percentage (percent).
- 32.5 Source Code: the entirety of program instructions in their original programming language, including the associated Documentation and Object Code, intended for execution by a computer, in such a form that a programmer who has knowledge and experience of the programming method and technology used, can use it to modify the software.
- 32.6 Cloud Services: the remote (online) provision of Software and/or Documentation by the Other Party to Enexis. This also includes SaaS, PaaS, and IaaS services and hosting services.
- 32.7 Corrective Maintenance: the detection and repair of Defects, Incidents or other faults that Enexis has reported to it or that have otherwise become known to the Other Party.
- 32.8 Documentation: any coherent description by the Other Party of the properties (functionalities, purposes, minimum requirements, non-functional requirements, etc.) of the ICT Solution, whether or not relevant to the Installation,

# ENEXIS PURCHASING CONDITIONS 2025

- Implementation, Intended Use, Availability, management and/or Maintenance thereof.
- 32.9 Functional Recovery time: the period, expressed in Service Hours, between the time when a defect is reported to the Other Party and the time it is remedied.
- 32.10 Defect: any Incident, shortcoming and/or other fault (including security breaches) with regard to the ICT Solution, of which the Other Party cannot demonstrate that it is due to the actions or omissions of Enexis
- 32.11 Right of Use: the right on the basis of which Enexis is entitled to Install and/or use the ICT Solution in accordance with the Intended Use, including all reproductions and disclosures, whether or not temporary for Enexis.
- 32.12 Planned Non-Availability: the periods agreed between Enexis and the Other Party during Business Hours during which the ICT Solution may not be available with the consent of Enexis.
- 32.13 IaaS Services: the services on the basis of which the Other Party makes available and will continue to make available hardware services, such as server and storage capacity, processing power and infrastructure and the technical management thereof, to Enexis, from the start date of the agreement.
- 32.14 ICT Solution: the integral service offered by the Other Party with regard to the Cloud Service, Standard Software and/or Customization Work to be implemented/installed or already implemented/installed, which the agreement relates to, including New Versions, Improved Versions and Patches. This term explicitly does not include agreements for the hiring of ICT personnel, ICT advice or the performance of ICT tests.
- 32.15 Implementation: the set of actions and measures that are required to use the ICT Solution (including any Improved or New Versions), separately and in conjunction with each other, in accordance with the Intended Use.
- 32.16 Breach: unentitled access by an unentitled third party, which may result in the loss, alteration, exposure or destruction of data, which has or may have negative consequences for Enexis.
- 32.17 Incident: an event resulting in the ICT Solution not being available for use (including security breaches), or not being able to be used in accordance with the Intended Use or a technical problem that occurs when using the ICT Solution.
- 32.18 Installation: all the Activities/Work to be carried out by the Other Party, including the delivery(ies) of goods, Software and Documentation in order to develop/install and complete, place, connect and/or implement an ICT Solution, or to link it to another ICT Solution and/or the ICT environment of Enexis, all in accordance with the agreed Requirements and the Intended Use.
- 32.19 Office Hours: Working days between 08:00 and 17:00, unless the parties have agreed otherwise.
- 32.20 Customization Work: Software to be developed or developed specifically for Enexis or adjustments to Standard Software specifically for the benefit of Enexis.
- 32.21 Network Configuration: the hardware, intermediate telecommunication links, and associated operating systems.
- 32.22 New Version - upgrade: a successor version of the ICT Solution with predominantly new or changed functionalities, whether or not released under a different name.
- 32.23 Object Code: translation of the Source Code into a code that can be read and executed directly by a computer.
- 32.24 Maintenance: work to be carried out by the Other Party aimed at repairing and/or improving or updating the ICT Solution in accordance with the most recent laws, regulations and standards, as well as improving security on the basis of the most recent insights. Unless explicitly agreed otherwise, Maintenance includes in addition to Service also the provision of management and Support with regard to the ICT Solution.
- 32.25 Completion: the Other Party offering (parts of) the ICT Solution for acceptance by Enexis in the context of the Installation.
- 32.26 PaaS Services: the service on the basis of which the Other Party makes a platform available from the start date of the agreement and keeps it available, on which Enexis can develop, run and/or manage applications.
- 32.27 Patch: a temporary ICT Solution correction.
- 32.28 Preventive Maintenance: measures taken by the Other Party to prevent Defects, Incidents and other faults, in order to continue to comply with adequate and appropriate standards, legislation and other related forms of service.
- 32.29 Response Time: the time within which (personnel of) the Other Party must respond adequately to a report by an Incident of Enexis and other requests for services from Enexis.
- 32.30 Requirements: the requirements specified by Enexis (including functionalities and (technical) operation with regard to the ICT Solution (in conjunction with the Network Configuration)) as well as the Intended Use by the Enexis organisation. They also include how the Other Party has indicated that it will meet the criteria drawn up by Enexis, insofar as this has been expressly accepted by Enexis. In the case of Customization Work, the Requirements also include the requirements set out in the Documentation insofar as Acceptance by Enexis has taken place. The Requirements always include the Documentation for Standard Software and Cloud Services (not being Customization Work).
- 32.31 SaaS Services: the provision of the agreed ICT Solution via a telecommunication connection on Enexis' Network Configuration by the Other Party for the use by Enexis.
- 32.32 SBOM (Software Bill of Materials): a detailed specification of all software components, including their versions, licenses, and dependencies, that are included in the ICT-Solution.
- 32.33 Service: the performance of Preventive Maintenance and Corrective Maintenance with regard to ICT Performance, including servers and applications, telephone support to end-users, the coordination of ICT projects as well as the provision of ICT advice.
- 32.34 Service Levels: with regard to Maintenance and other agreed forms of service, the (minimum) requirements included in the agreement, such as Availability, Response and Function Recovery Times, with which the performance of the Other Party is measured.
- 32.35 Service Level Agreement (SLA): the document which sets out the agreed Service Levels for the ICT Solution.
- 32.36 Service Hours: the hours that fall within the agreed time frame within which the Other Party is at least available for Service.
- 32.37 Software: the set of programme rules to be delivered by the Other Party, as they can be used, directly or indirectly, by a computer to achieve a certain, further described, result, including Standard Software and software Customization Work.
- 32.38 Standard Software: Software developed for general use not

April 2025

*This is an unauthorized English translation of the Enexis Inkoopvoorwaarden 2025.*

*In case of any discrepancies between this translation and the original Dutch text, the Dutch text will prevail*



# ENEXIS PURCHASING CONDITIONS 2025

made exclusively available to Enexis, for example through cloud services.

- 32.39 Support: providing technical support and solutions to users having problems with the ICT Solution.
- 32.40 User Story: a description of further Requirements of a defined part of the ICT Solution agreed between Enexis and the Other Party in the context of an Installation, Implementation or Change, which the Other Party will develop and deliver within a defined period of time in the context of SAFe Agile (or equivalent).
- 32.41 Improved version - update: a successive version of the ICT Solution in which defects have been repaired and/or its operation has been otherwise improved.

## 33. CARE RESPONSIBILITIES OF THE OTHER PARTY & DUTY OF

- 33.1 In the execution of the agreement, the Other Party will exercise the care of a good contractor within the meaning of Article 7:401 of the Dutch Civil Code, with due observance of the organisation of Enexis as well as the Intended Use. All work carried out by the Other Party is carried out on the basis of an obligation to achieve a result, unless it has been explicitly agreed in the agreement that it is carried out on the basis of an obligation to perform to the best of its ability.
- 33.2 The Other Party guarantees that the ICT Solution will (continue to) function in accordance with the Requirements, the applicable User Stories, the prevailing standards in the sector, as well as the applicable laws and regulations and in accordance with the Intended Use. Documentation is in accordance with the Requirements, User Stories as well as the Intended Use.
- 33.3 The Other Party is not permitted to suspend or have suspended the execution of the agreement, including a Right of Use granted under the agreement. Nor is the Other Party permitted to suspend any agreements related to the agreement.
- 33.4 The Other Party is willing to make additional agreements in order to prevent and limit Incidents and calamities.
- 33.5 The additional agreements referred to in the previous Article may include, for a reasonable fee:
  - a. periodic return delivery or delivery to a third party of the data and Software processed by the Other Party, including the Source Code ('data and software escrow');
  - b. concluding an agreement with a third party to the effect that the third party in question is jointly and severally liable for or guarantees the execution of the agreement; and/or
  - c. concluding an (tripartite) agreement with a third party aiming to ensure that the third party in question (continuously) has all the necessary data and Software, including Source Code, at its disposal in order to be able to perform (part of) the ICT Solution under the agreement - whether or not on the basis of a new agreement - instead of the Other Party.
- 33.6 The Other Party periodically makes backups of the data processed in the ICT Solution, in such a way that the data can be restored in the event of a Disaster with minimal data loss. Unless otherwise agreed, the maximum data loss (RPO) is 24 hours, and the maximum recovery time (RTO) is 16 working hours.
- 33.7 In the context of the agreed services, the Other Party is

responsible for identifying and following up on vulnerabilities in the ICT Solution. The other party will immediately report the vulnerabilities it identifies to Enexis.

- 33.9 Incidents as a result of a Defect will be remedied by the Other Party free of charge, unless the Other Party demonstrates that the defect is attributable to Enexis.

## 34. INSTALLATION, CUSTOMISATION, ACCEPTANCE, WARRANTY & IMPLEMENTATION

### Installation

- 34.1 Installation takes place with due observance of the ICT environment already present at Enexis.
- 34.2 With regard to the ICT Solution, the Other Party will make available to Enexis all necessary data, such as URLs, login details and an installation image of the Software where relevant, that are necessary to actually use the ICT Solution.
- 34.3 If possible, the Other Party will provide Enexis with an Installation Image of the ICT Solution after Installation and after Installation of an Improved or New Version, or give it the opportunity to create one itself. The fee for this is included in the price.

### Customization Work

- 34.4 The Other Party will establish Customization Work in phases and as soon as possible in accordance with the agreed User Stories and timelines, taking into account the reasonable requirements of Enexis and will adequately document Customization Work.
- 34.5 For each phase, the Other Party will carry out the work and develop the relevant parts of Customization Work in clear iterations (planning, analysis, design, testing and documentation) in close cooperation and in close consultation with Enexis. After each iteration, the parties will jointly document any deviations from the original assignment and Requirements and coordinate future phases accordingly.
- 34.6 In principle, the Other Party will programme all Customization Work itself. In cases where the Other Party deems the use of goods subject to an Intellectual Property Right of third parties desirable (for example, in the case of the use of open source software or software components of third parties), the Other Party will submit the applicable license conditions to Enexis in advance. If Enexis approves a licence, the work in question will be included in the specifications. Enexis may refuse to accept (the works of) third parties if it believes that they are unacceptable.
- 34.7 In the design and development of ICT Solutions, the Other Party will integrate security at every stage of the life cycle.
- 34.8 Customization Work delivered by the Other Party complies with 'Security-by-Design', which requires that the ICT Solution is designed to:
  - i. Comply with applicable legal, regulatory and internal security requirements;
  - ii. Resist known and foreseeable security risks and threats;
  - iii. Grant the minimum required level of access to users, applications and processes (least privilege);
  - iv. Protect data through strong encryption, both at rest and in transit;
  - v. Ensure availability, integrity, and confidentiality of data.
- 34.9 The Other Party carries out periodic tests with the aim of

# ENEXIS PURCHASING CONDITIONS 2025

determining the security requirements of the ICT Solution used by Enexis. These tests are carried out on an environment that is not used for Enexis' productive purposes. Enexis submits the test report on demand, which shows that the IT systems and software are compliant.

- 34.10 The Other Party is obliged to provide a complete and accurate SBOM for each software product or component supplied to Enexis.
- 34.11 The SBOM is provided prior to the delivery of the software and updated with each new version, update, or patch.
- 34.12 The costs of third-party licenses are payable by the Other Party, unless explicitly agreed otherwise. The use of works and/or services of third parties does not relieve the Other Party of its responsibilities under the agreement, not even with regard to defects in these works and/or services or if the suppliers thereof refuse to repair them.
- 34.13 In the event that the Other Party developed the Source Code and Object Code itself, or had it developed, the Other Party will provide Enexis with the latest versions free of charge, as well as a description to compile and decompile the Software in, each time a new version is introduced.

## Acceptance

- 34.14 As soon as the Other Party is of the opinion that the ICT Solution is ready for acceptance by Enexis, the Other Party will notify Enexis of this and plan a date for completing the Acceptance Procedure as soon as possible.
- 34.15 In the context of the Acceptance Procedure, the Other Party will demonstrate that the ICT Solution meets the agreed Requirements. As soon as it becomes apparent to the entitled representative of Enexis that this is the case, Enexis will accept the ICT Solution by providing the Other Party with a Written proof of acceptance (Acceptance). This proof of acceptance will not affect the provisions of the agreement and these Purchasing Conditions on the agreed conditions. If Enexis accepts the ICT-Solution, the date of Written acceptance will be deemed to be the date of Acceptance.
- 34.16 Any defects that the ICT Solution shows in the context of the Acceptance Procedure will be recorded In Writing, unless the number of defects is so extensive that Enexis cannot reasonably be expected to record them In Writing. The Other Party will repair any defects found within a reasonable period of time at its own expense. A second Acceptance Procedure will then take place within a reasonable period of time.
- 34.17 If the ICT Solution cannot be accepted by Enexis again, Enexis can:
  - dissolve the agreement out of court - without any notice of default being required - with immediate effect, and/or claim damages, without prejudice to the right to claim full performance; or
  - decide to give the Other Party another opportunity to remedy all defects found within a reasonable period of time. Articles 34.20 to 34.22 will remain fully applicable in that case, counting from the date on which the defect in question has been remedied;
- 34.18 Minor defects, at the discretion of Enexis, will not obstruct the Acceptance by Enexis, without prejudice to the obligation of the Other Party to remedy these defects as soon as possible free of charge. Acceptance of the ICT Solution will not affect the other contractual and statutory rights of Enexis in respect of these defects.
- 34.19 Without prejudice to the provisions of Article 7 of these Purchasing Conditions, if the ICT Solution consists of

hardware, the ownership of this hardware will only pass to Enexis after Acceptance by Enexis in accordance with the provisions of this Article.

## Warranty

- 34.20 The Other Party guarantees the absence of Defects with regard to the ICT Solution for a period of at least one year after Acceptance. Where appropriate, these Defects will be remedied free of charge.
- 34.21 If and insofar as the Other Party remedies Defects in the ICT Solution by issuing Patches or Improved or New Versions, Enexis is entitled to receive and use the Solution, free of charge, during this warranty period, even if it has not agreed on Maintenance with the Other Party.
- 34.22 The warranty referred to in Article 34.20 does not apply insofar as the Other Party demonstrates that a defect has arisen as a result of a change made to the ICT Solution by Enexis or a third party engaged by Enexis without the Other Party's consent. Nor does the warranty apply if the Other Party can demonstrate that a defect is the result of incorrect, careless or incompetent use of the ICT Solution by Enexis.
- 34.23 Unless otherwise agreed In Writing between the parties before the start of the agreement, the Other Party guarantees that it will maintain the ICT Solution during the term of the agreement, as well as that it will carry out the activities in the context of the Retransition Plan as referred to in Article 51.

## Implementation

- 34.24 Unless expressly agreed otherwise in advance, the Other Party will draw up an implementation plan for the purpose of the Implementation well in advance of the completion of the Installation and submit it to Enexis for approval.
- 34.25 The implementation plan as referred to in the previous paragraph will include a timeline with important milestones and deadlines. The implementation plan covers both the technical and organisational aspects of the Implementation, including a division of responsibilities between Enexis and the Other Party. Furthermore, the implementation plan – both before and after the moment of Acceptance – includes a training programme for all relevant Enexis employees. The Other Party will ensure that the work to be carried out by it for the purpose of the Implementation will be carried out by experts who are competent and suitable to do so and who are or have already been involved in the Installation of the ICT Solution.

## 35. OTHER PARTY'S OBLIGATIONS WITH REGARD TO MAINTENANCE

- 35.1 Unless otherwise agreed, the Other Party will also take care of the Maintenance from the moment of Acceptance.
- 35.2 If it has been agreed In Writing that the Other Party will not provide Maintenance from the start of the agreement, the Other Party declares its willingness to perform Maintenance at a later date on demand of Enexis under reasonable conditions and market-based rates. The minimum requirements for Maintenance are described in section "Part 3A - Special provisions ICT: Availability & Maintenance" of these Purchasing Conditions
- 35.3 If no Service Level Agreement (SLA) has been agreed, Enexis has the right to carry out maintenance work on the ICT Solution in-house or to have it carried out by a third

# ENEXIS PURCHASING CONDITIONS 2025

party. The Other Party will cooperate unconditionally with the carrying out of the Maintenance by third parties, including by providing the necessary information, software, rights of use and tools.

If Enexis maintains Customization Work itself or has it maintained by a third party, the Other Party will render assistance on request at reasonable and market-based rates. To this end, the Other Party will, on request, provide the necessary (additional) information, Documentation and Source Code to Enexis or a third party engaged by it for this purpose. This also applies to management activities regarding Customization Work that Enexis carries out itself or will have carried out by a third party.

## 36. RIGHTS OF USE & INTELLECTUAL PROPERTY

- 36.1 Contrary to Article 13.4 of the General Provisions, the Other Party grants the Right of Use of the ICT Solution for at least the term of the agreement, including the exit and retransition period as referred to in Article 51. The Right of Use includes in any case, without Enexis being liable for any additional compensation:
- the right to use all functionalities of the ICT Solution accessible to Enexis, even if they are not mentioned in the Documentation;
  - the right to produce copies of Standard Software or Customization Work and, for example, to save them by means of an image of the Standard Software, to test them regularly and to keep them on 'hot standby' in the event of a disaster;
  - the right to use the ICT Solution for testing and development purposes;
  - the right to use the ICT Solution without any restriction or limitation as regards location, equipment, duration or otherwise;
  - a non-exclusive Right of Use for installation and testing purposes insofar as this is necessary until the moment of Acceptance of the ICT Solution by Enexis;
  - the right to have the ICT Solution used by any person or legal entity who performs work for Enexis, an Affiliate or any third parties engaged by the aforementioned legal entities.
- 36.2 If the Other Party wishes to change the Right of Use granted to Enexis into another Right of Use with regard to the ICT Solution at any time, this will only be permitted with the consent of Enexis and the Other Party will provide a statement to that effect showing that the Other Party guarantees to Enexis that the same facilities will remain available to Enexis. Such a change will not have any adverse consequences for Enexis – including higher costs – of any kind. If the parties do not reach agreement, the Other Party guarantees that Enexis can continue to exercise its Right of Use in full.
- 36.3 The Right of Use as referred to in the previous paragraphs also applies to New Versions as well as Improved Versions and Patches.
- 36.4 In addition to the indemnification referred to in Article 16.3 of the General Provisions, if Enexis is prohibited from using the ICT Solution provided by the Other Party in connection with an infringement of Intellectual Property Rights and/or other (comparable) rights of third parties, the Other Party will, at the discretion of Enexis, as soon as possible and at its own expense:

- acquire a Right of Use for Enexis to the ICT Solution in question;
- adapt the IC Solution in question in such a way that the rights of third parties are no longer infringed;
- replace the ICT Solution in question with an equivalent ICT Solution with at least the same functionality, which does not infringe the rights of third parties and bears the costs of the Installation and Implementation thereof;
- take back the ICT Solution in return for reimbursement of all costs paid for the ICT Solution and its implementation, all this without prejudice to Enexis' other rights, including the right to dissolve the agreement and the right to (additional) compensation.

## 37. SECURITY MEASURES

- 37.1 The Other Party guarantees that it will take appropriate and adequate organisational and technical security measures during the term of the agreement to guarantee the Availability, integrity and confidentiality of the ICT Solution and the data and information contained therein. The Other Party will install and implement the ICT Solution in accordance with the ISO 27001 standard (or equivalent) - insofar as necessary - develop and maintain it and keep it available for the Intended Use in accordance with the latest versions of the OWASP standards or the ICT-Security Guidelines from the NCSC (Nationaal Cyber Security Centrum) (or equivalent).
- 37.2 The level and process of Information Security assigned by Enexis do not affect the fact that the Other Party will ensure a level of Information Security that may be expected from a reasonably acting and competent (IT) supplier in view of the nature of the agreed activities.

## 38. INFRINGEMENTS

- 38.1 The Other Party will inform Enexis of an Infringement as soon as it has become aware of it and will terminate it as soon as possible.
- 38.2 The Other Party will also inform Enexis of developments in the Infringement after a notification pursuant to the previous paragraph, including of the measures it will take to terminate the Infringement and prevent it in the future.
- 38.3 The Other Party will leave notification to the supervisor(s) and competent authority(ies) to Enexis, unless this is in conflict with the Other Party's other legal obligations. The Other Party will provide all necessary cooperation in providing additional information to the supervisor(s), competent authority(ies) and the data subject(s) in a timely manner. The parties each bear the costs to be incurred in connection with this.

## 39. REMOTE ACCESS

- 39.1 If the Other Party has remote digital access to Enexis's systems with regard to the ICT Solution, the Other Party will comply with all instructions imposed by Enexis and also with all applicable laws and regulations. The Other Party will not carry out any work without prior instruction from Enexis.
- 39.2 In the case of Remote ICT Services, the Other Party will annually, no later than the second quarter of each calendar year, submit a valid ISAE 3000 or SOC2 type 2 third-party

# ENEXIS PURCHASING CONDITIONS 2025

statement (Third Party Notice (TPM)) or valid (ISO) 27001 certification or equivalent certification from an independent accredited expert on the reliability of the internal control of information security at the Other Party. In the case of ISAE 3000 or SOC2 type 2, a statement from a registered EDP auditor is required.

- 39.3 The third-party statement as referred to in the previous paragraph describes at least whether and which specific measures are sufficiently implemented to guarantee data security as well as the reliability and continuity of the service(s) to be. This with due observance of the norms and values that the Other Party uses generically for the relevant Service in the field of ICT.
- 39.4 If the auditor has made findings from the third-party statement or certification referred to in Article 40.2 that have been designated as critical (high priority), the Other Party will provide an improvement plan to Enexis as soon as possible and will actually implement this improvement plan at its own expense within a reasonable period of time. The improvement plan describes in any case the measures to remove the critical findings from the auditor's report.
- 39.5 If the Other Party makes use of IT resources as well as management and system accounts (or other technical possibilities) provided by Enexis, the Other Party will not use them for purposes other than performing work that is related to the ICT Solution. Any passwords will be kept secret and adequately secured. The circle of individuals who have access to the passwords is limited by the Other Party to those who need access for the execution of the ICT Solution.
- 39.6 The Other Party agrees in advance that Enexis may carry out logging activities and/or session recordings for the purpose of audits and with a view to complying with laws and regulations.

## PART 3B: SPECIAL PROVISIONS ICT - AVAILABILITY & MAINTENANCE

These special provisions will apply if the Other Party keeps an ICT Solution available for Enexis or carries out Maintenance relating to the ICT Solution for Enexis.

### 40. AVAILABILITY AND SERVICE LEVELS

- 40.1 The parties enter into a Service Level Agreement (SLA) in which the Service levels for the ICT Solution are agreed. The Other Party guarantees the Availability Rate of the ICT Solution as laid down in the SLA or in the agreement and/or request.
- 40.2 If and insofar as no other Service levels have been agreed in the SLA, agreement and/or request with regard to the Availability Rate, a minimum Availability Rate of 98.5% per month will apply on the days and times on which, according to the purport of the agreement, the Intended Use of the ICT Solution (both during and outside Office Hours) relates.
- 40.3 Repeated exceeding of the Service levels constitutes a serious shortcoming that justifies termination.
- 40.4 Functional Recovery Times and Response Times are considered to be strict deadlines, unless the parties have made other agreements about this in advance.
- 40.5 The Other Party guarantees the proper functioning of the telecommunications connection through which the Other Party makes the ICT Solution available on the Network

- 40.6 Configuration of Enexis and keeps it available for use. The Other Party will provide a helpdesk that acts as an integral point of contact for all Incidents relating to the use of the ICT Solution. A coordinator of Enexis will report incidents to the helpdesk of the Other Party, unless the parties have made other agreements about this.
- 40.7 The Enexis coordinator is the point of contact for questions and notifications about Incidents and for feedback by the Other Party to Enexis of the actions taken in response to those notifications. Incidents will be reported by the coordinator to the helpdesk of the Other Party by telephone or e-mail.

### 41. MAINTENANCE (SERVICE, SUPPORT AND MANAGEMENT)

- 41.1 The Maintenance includes at least the following services:
- Corrective maintenance;
  - Preventive maintenance;
  - providing Improved and/or New Versions and/or new Documentation;
  - management;
  - changing the ICT Solution after Enexis' Written permission in order to increase the ICT Solution's reliability, change functions or add new functions and/or solve problems in the use thereof; and
  - the User Support (Service & Support).
- 41.2 In the context of Maintenance, the Other Party can in any case be reached during Office Hours.

### 42. PLACE AND TIMES OF MAINTENANCE

- 42.1 Activities that are to take place in the Planned Non-Availability will not be carried out on the days and times on which, according to the purport of the agreement, the Intended Use of the ICT Solution should be possible (within Office Hours or both within and outside Office Hours).
- 42.2 The Other Party will inform Enexis as early as possible of the Planned Non-Availability, but in any case at least 72 hours in advance.
- 42.3 Maintenance that may lead to disruption of the work process at Enexis is carried out outside the usual working hours at Enexis for the process or organisational unit in question.
- 42.4 If disruption of the work process as referred to in paragraph 3 of this Article is unavoidable, in connection with the importance of immediate recovery of the Incident, the Other Party will inform Enexis of this in good time before it commences the Maintenance.

### 43. PROGRESS REPORTING AND WORK CONSULTATION

- 43.1 The Other Party will report to Enexis on the progress of its activities in the manner specified in the agreement. In doing so, it provides insight into the progress and status of its work, the number of hours spent and other aspects relevant to the execution of the agreement.
- 43.2 The Other Party will ensure that the causes of Incidents and the results of Maintenance are adequately recorded and archived and, if necessary, that Documentation is adapted.

### 44. CORRECTIVE MAINTENANCE AND WORKAROUNDS

- 44.1 Enexis reports and signs off incidents in the manner prescribed in the agreement.
- 44.2 When reporting an Incident, Enexis determines the priority level to be assigned to it in accordance with the provisions of



# ENEXIS PURCHASING CONDITIONS 2025

- the agreement relating to Maintenance.
- 44.3 The response of the Other Party to a report as referred to in Article 44.2 will always be aimed at resolving an Incident as soon as possible, whether or not by providing a temporary solution.
- 44.4 The warranty of Article 34.20 also applies to Corrective Maintenance.
- 44.5 The Other Party will only apply a temporary solution such as a Patch with the permission of Enexis. Unless the parties agree otherwise about this in a specific case, the Other Party will replace a temporary solution with a permanent solution (a New or Improved Version) as soon as possible.

## 45. PREVENTIVE MAINTENANCE

- 45.1 The other party ensures a consistent version policy. The starting point is that Improved and New versions will be available in a timely manner. To this end, the Other Party regularly investigates the need to issue such versions and informs Enexis of the results of its investigation as soon as possible.
- 45.2 Interim changes to ICT Solutions as a result of Corrective Maintenance are as much as possible part of Improved and New versions.
- 45.3 The Other Party will make a copy of a New Version available to Enexis free of charge on request for testing and evaluation purposes. Enexis is not obliged to use New Versions.
- 45.4 If it has been agreed that the Other Party will install the Software, this obligation will also apply to New Versions that Enexis wishes to use.
- 45.5 If the Other Party chooses to release a different ICT Solution instead of a New Version and to stop making available New Versions of the ICT Solution used by Enexis, Enexis can claim either full compliance with the agreement or a Right of Use to that new ICT Solution under the conditions laid down in the agreement for a New Version.
- 45.6 Enexis is never obliged to always install the latest New Version, Improved Version or Patch on/in the ICT Solution.

## 46. TESTING MAINTENANCE RESULT

- 46.1 Enexis may test (or have tested) whether an Incident has actually been resolved. The Other Party is obliged to cooperate in this. If the test shows that the Incident has not been properly resolved, Enexis can recover the costs of testing from the Other Party and the Other Party is obliged to pay them unconditionally.

## PART 3C: SPECIAL PROVISIONS ICT - CLOUD SERVICES

These special provisions apply if the Other Party provides Cloud Services by making (online) Software and/or Documentation available remotely, including SaaS, PaaS and IaaS services.

## 47. DATA

- 47.1 Enexis will at all times remain the owner of all //Know-how, databases, files and data that Enexis makes available to the Other Party. The Other Party treats this Know-how, databases, files and information (data) of Enexis as confidential information. For the term of the agreement, Enexis grants the Other Party a limited right of use to use the Know-how, databases, files and data of Enexis only to

- the extent necessary to perform the Cloud Services.
- 47.2 The Other Party has a fallback location for data storage or will take equivalent measures, so that the continuation of the service is guaranteed.
- 47.3 The Other Party will ensure periodic backups of all Know-how, databases and data of Enexis. The Other Party guarantees that Enexis has 24/7 access to the back-up service with which Know-how, databases, files and the data can be restored or downloaded. On the request of Enexis, the Other Party will demonstrate compliance with the obligations referred to in this Article.
- 47.4 The backups are kept for as long as necessary to ensure continuity of the correct functioning of the Cloud Services.
- 47.5 If circumstances arise in which the ICT Solution and data are (temporarily) no longer available, the Other Party will ensure the continued unchanged provision of services.
- 47.6 In addition to part 3D – ICT: Exit & Retransition, the Other Party ensures that the Know-how, databases, files and data will not be lost and/or damaged during the entire exit and retransition procedure. On request of Enexis, the Other Party will provide insight into the measures it has implemented to comply with this obligation.

## PART 3D: SPECIAL PROVISIONS ICT - EXIT & RETRANSITION

The provisions of this section apply to the situation where there is a (premature or otherwise) termination of the agreement or Purchase Order/Order, whether or not with the continuation of the services by one or more third parties.

## 48. END OF THE AGREEMENT/EXIT

- 48.1 Upon termination of the agreement (prematurely or agreed), the Other Party is obliged to transfer all data of Enexis that are stored in the ICT Solution to Enexis or to a third party designated by Enexis within a reasonable period of time. The Other Party will transfer this data in a file format that can be read by Enexis or the aforementioned third party. The Other Party will ensure that the integrity and usability of the data and databases are guaranteed.
- 48.2 If the agreement (or part thereof) terminates (prematurely) for whatever reason, the Other Party will, on demand of Enexis, do what is reasonably necessary to ensure that a new Other Party or Enexis can take over executing the agreement and/or performing a similar ICT Solution for Enexis without hindrance and without impact on the continuity of the agreed Service. The Other Party will also immediately destroy all documents, books, documents and other goods (including data and information carriers) that have been made available to it by Enexis and will confirm the destruction thereof In Writing to Enexis. The Other Party will provide Enexis with all knowledge, software, information and documentation that is necessary for the migration/transition of the ICT Solution or a similar ICT Solution by Enexis or a third party designated by Enexis.

## 49. RETRANSITION PLAN

- 49.1 In the event of termination of the agreement, for whatever reason, the Other Party is obliged to draw up a retransition plan on demand of Enexis with the aim of guaranteeing the continuity of the ICT Solution and/or services for Enexis. The Other Party is also obliged to settle the agreement as soon

# ENEXIS PURCHASING CONDITIONS 2025

as possible. In that context, the Other Party is obliged, among other things:

- to continue the provision of services without interference in accordance with the terms and conditions of the agreement insofar as the services have not yet been transferred to a new Other Party or Enexis;
- to cooperate fully in the transfer of the services to the third party intended by Enexis. The Other Party will ensure that it makes sufficient personnel available to transfer the knowledge required in the context of the

## Retransition Plan.

- 49.2 If, after termination of the agreement, the actual delivery of the ICT Solution by the Other Party is continued on request of Enexis, Enexis will pay the fees that applied to the ICT Solution(s) in question immediately prior to this termination.
- 49.3 In the event that no fees are provided in the agreement for the implementation of the retransition plan, Enexis and the Other Party will agree on a reasonable fee for this, taking into account the rates agreed up to that point. Undermined parts of the service will be continued by the Other Party in full and for an unchanged fee.

# ENEXIS PURCHASING CONDITIONS 2025

## SUPPLIER CODE OF CONDUCT

### Applicability

We work together with suppliers to achieve our business goals. This Code of Conduct applies not only to these (direct) suppliers, but also to its value chain(s): we expect our suppliers to incorporate the provisions of this Code of Conduct in the agreements with their suppliers, (sub)contractors, partners and others involved in the delivery of the goods or services and/or in the performance of (contracting) work.

### Validity

By entering into a contract with Enexis, the supplier commits itself to this code of conduct and declares its agreement with it.

### Legislation

The supplier complies with all relevant applicable local, national and international laws and regulations. In addition, we expect the supplier to shoulder responsibility for its own activities and for activities in its value chain(s) and to conduct careful research in line with the OECD (the Organisation for Economic Cooperation and Development).

### Human and labour rights

The supplier respects the United Nations Universal Declaration of Human Rights. The supplier also respects the international terms and conditions of employment, as formulated by the International Labour Organisation (ILO).

It observes the following requirements regarding work in business operations and is committed to preventing and/or mitigating (possible) abuse in the chain.

#### Child labour

The supplier respects all (supra)national laws and regulations applicable to child labour (in particular ILO Conventions 138 and 182) and does not tolerate child labour or any form of exploitation of young employees.

#### Forced labour

The supplier does not tolerate any form of forced labour, slavery, or human trafficking.

#### Working conditions

The supplier ensures that it complies with all (supra)national laws and regulations relating to labour and working conditions (including health, safety, safety at work and the environment).

#### Working hours

The supplier ensures that working hours, including overtime, meet the ILO standard.

In addition, it grants its workers the right to paid holidays in accordance with the ILO standard.

#### Living wage

The supplier pays a fair and living wage to workers that is high enough to maintain a reasonable standard of living and that meets basic needs (ILO C131 – Minimum Wage Fixing Convention).

#### Discrimination

The supplier fully respects all anti-discrimination provisions as laid down in (supra)national laws and regulations. He grants the same opportunities to everyone, regardless of race, ethnic origin, religion and belief, political opinion, nationality, disability, age, sexual orientation, gender or sex.

### Freedom of association

The supplier ensures that workers can join a trade union and participate in collective bargaining, without it having negative effects on these workers.

### Environment

The supplier respects the environment and complies with all applicable (supra)national environmental laws and regulations.

### Product content

The supplier respects all applicable laws and regulations regarding the prohibition or minimisation of hazardous (chemical) substances and conflict materials.

### Good Governance

The supplier endorses and adheres to internationally accepted standards of business integrity. It does not engage in bribery or bribes and is reluctant to give and receive business gifts. He takes measures to minimise the risks of corruption and/or abuse of power.

### Complaints

Enexis encourages its suppliers and their workers to speak up if they are concerned about a possible violation of human, labour and/or environmental rights. Complaints can be reported either anonymously (if permitted by the laws of the country) or by name by sending an email to [klachtenindeketen@enexis.nl](mailto:klachtenindeketen@enexis.nl)

### Compliance

- The supplier who is unable to comply (fully) with this code will inform Enexis of this and indicate when it will comply (again).
- On request, the supplier will provide Enexis with relevant information regarding compliance with this code.
- Enexis can supervise the compliance with this code and/or may audit suppliers and their subcontractors or sub-suppliers. These suppliers and subcontractors will improve their compliance based on the outcome.
- Enexis and the supplier will evaluate compliance with this code if necessary and actively seek ways to improve, both in terms of content and in terms of expanding compliance within its value chains.
- Enexis has the right to terminate the agreement with a supplier who does not comply with this code.