

GENERAL TECHNICAL PURCHASING CONDITIONS



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ARTICLE 1 DEFINITIONS

RWE	any legal person belonging to or connected to the group of RWE companies, having its registered office in the Netherlands and concluding the agreement.
Supplier	the seller, supplier, contractor or customer with whom RWE concludes an Agreement.
Work or Services	all the work other than on the basis of an employment contract, performed on the basis of an order from RWE and whether or not connected with the delivery of goods.
Agreement	any legal relationship to which these purchase conditions may apply pursuant to Article 2.
Supply	the entirety of the performances by the Supplier in accordance with the Agreement.
Delivery	the delivery of the performance in accordance with the Agreement at the agreed place(s) of delivery to RWE, in so far as the performance by the Supplier exclusively comprises the delivery of goods with any accompanying documents.
Completion	the delivery of the performance in accordance with the Agreement to RWE as evidenced from a written acceptance by RWE, in so far as the performance comprises the delivery of Work or Services, whether or not together with the delivery of goods.

ARTICLE 2 APPLICABILITY

- 2.1 These purchase conditions shall apply to all the enquiries, offers and Agreements in respect of which RWE acts as the enquiring/purchasing party.
- 2.2 Variations to these conditions may only take place if expressly agreed on in writing.

ARTICLE 3 OFFERS AND AGREEMENTS

- 3.1 An enquiry from RWE shall be followed by an offer from the Supplier, which shall be valid for a period of at least 90 days after receipt by RWE.
- 3.2 If a written order - in accordance with the offer - follows an offer from the Supplier, the Agreement shall be concluded at the moment RWE sends that order to the Supplier.
- 3.3 In the event of the execution of framework agreements, an Agreement shall be concluded each time at the moment that RWE sends a (partial) order within the scope of the framework agreement.
- 3.4 Specifications, drawings, models, instructions, inspection regulations and the like, in whatever form or shape, made available by RWE for the execution of the Agreement (also prior to the conclusion thereof) or approved by RWE shall be part of the Agreement in so far as they are not contrary to the provisions of the Agreement.
- 3.5 RWE shall be entitled to make amendments and additions to the offer when accepting it. If these amendments and additions are not of subordinate importance, the Agreement shall be concluded at the moment that RWE receives written confirmation of the order, in accordance with the amendments and additions it has made, or at the moment that the Supplier starts the actual execution of the Agreement.
- 3.6 If and to the extent that documents as referred to in paragraphs 1 to 5 incl. of this article are sent electronically (Electronic Data Interchange: electronic data traffic), a written confirmation shall also be sent without delay.

ARTICLE 4 PRICES

- 4.1 The agreed prices and rates shall be fixed and shall be in Euros exclusive of Value Added Tax [VAT] unless explicitly agreed otherwise in the Agreement.
- 4.2 The prices shall apply for delivery DDP stated place of delivery, exclusive of VAT, in accordance with the Incoterms 2010.
- 4.3 The agreed remuneration for Services shall comprise all the costs to be incurred by the Supplier for a professional execution thereof,

including travel and accommodation costs of the Supplier as well as those of the people charged by the Supplier with the execution and the inspection thereof, costs of insurance, costs of the equipment referred to in Article 17, additional costs, such as those of inspections, tools and equipment, as well as the taxes and levies imposed on the Supplier in respect of the execution, with the exception of VAT.

- 4.4 If it has been expressly agreed that the price will be revised in the event of a change in the prices of materials, the foreign currency rates, the level of wages, social security charges or taxes, other than tax on profits, the following shall apply:
 - a) the manner of revision and the factors that will be adjustable, shall be specified in the offer of the Supplier, as it has been accepted by RWE;
 - b) revision shall only take place, if the differences in price exceed specific limits agreed upon in advance;
 - c) settlement of the changes shall only be possible, if they occur between the date of the offer and the Delivery/Completion of the Supply, provided not later than the agreed term of delivery;
 - d) an increase in the factors that may be settled after expiry of the agreed term of delivery shall not result in adjustment, unless the late delivery is due to force majeure or caused by RWE. A decrease in factors that may be settled before the actual Delivery/Completion shall always result in a revision;
 - e) a price increase resulting from the increase in the prices of materials shall not be settled, if and to the extent that the Supplier has failed to do all that may be reasonably demanded from a good Supplier to limit the price risk in respect of the purchase of the materials and parts that are necessary for the execution of the Agreement;
 - f) in respect of differences resulting from the revision, no profit adjustment shall take place.

ARTICLE 5 DELIVERY AND COMPLETION

- 5.1 The Delivery or Completion shall be made at the agreed place of delivery, punctually at the agreed time or within the agreed term and in the agreed quantity and quality.
- 5.2 The Incoterms 2010, as published by the International Chamber of Commerce in Paris, shall apply to the interpretation of delivery conditions. If (parts of) the Incoterms and these General Technical Purchasing Conditions are inconsistent, the General Technical Purchasing Conditions will prevail.
- 5.3 As soon as the Supplier knows or ought to know that it will fail to fulfil the Agreement, it shall be obliged to inform RWE immediately of this in writing stating the reasons. Without prejudice to the right of RWE in accordance with the provisions of Article 32 - Notice and Termination, the parties shall consult whether, and if so in which manner, it will still be possible to resolve the arisen situation to the satisfaction of RWE.
- 5.4 If RWE applies a penalty clause in an Agreement, this shall not affect its right to demand fulfilment and/or damages.
- 5.5 RWE shall not be in breach if it is not able for whatever reason - other than rejection - to take delivery of the scheduled goods at the agreed time. In that case the goods shall remain at the risk of the Supplier and the Supplier shall store, secure and insure the goods as recognizable property of RWE (thus contrary to Article 16 paragraph 1) to the satisfaction of RWE, for a fee that is to be further agreed on.
- 5.6 During the storage as referred to in the previous paragraph the Supplier shall take all reasonable measures to prevent any deterioration in the quality of the goods, for a fee that is to be further agreed on.
- 5.7 Delivery of the Supply shall include delivery of all documentation that is necessary to properly use and maintain the Supply, as well as any inspection, tests, checks, examination and guarantee certificates. In particular, this shall include the declaration of conformity, the users manual (in Dutch) and the technical construction file belonging to the CE marking in accordance with EC directives.
- 5.8 The Supplier shall not be entitled to make partial deliveries. If it has nevertheless been agreed in writing that partial deliveries may be made, Delivery shall also be understood to be a partial delivery for the application of these purchase conditions.

the sites and/or the buildings of RWE or to the work area. This training shall be valid for a definite period of time.

ARTICLE 6 PACKAGING AND SHIPPING

- 6.1 The goods shall be adequately packed and marked in accordance with the instructions of RWE and with due observance of the legal requirements and other government regulations in the countries of manufacture, forwarding, transit and destination of the goods. This shall apply in so far as these countries are known to the Supplier or reasonably ought to have been known to the Supplier. In consideration of environmental awareness, the use of unnecessary or undesirable packing material shall be avoided.
- 6.2 All packing, with the exception of loan packing, if characterised as such by the Supplier, shall become the property of the RWE at the moment of Delivery. RWE shall be entitled at any desired moment to waive this right of acquisition of title and obligate the Supplier to take the packing back.
- 6.3 Return consignment of loan packing and packing over which RWE does not wish to hold title, shall be effected at the expense and risk of the Supplier and to a destination indicated by the Supplier. If the Supplier does not indicate a destination, RWE shall be entitled to send the packing to the address of the Supplier.
- 6.4 The Supplier shall be liable for the damage caused by or in relation to the fact that the packing does not satisfy the provisions of the first paragraph.
- 6.5 The Supplier shall provide the goods that are to be delivered with a clearly visible packing list and/or copy invoice, which in each case shall state the name and address of the Supplier, order number, net weight, country of origin, invoice value of the delivery, VAT number of the Supplier, statistical number, manner of transport and delivery location.

ARTICLE 7 DOCUMENTS MADE AVAILABLE BY RWE

- 7.1 The Supplier shall inspect the completeness and correctness of specifications, drawings and other documentation that it has received from RWE for the execution of the Agreement.
- 7.2 The Supplier shall inform RWE as soon as possible in writing of any incorrect or incomplete data in the aforementioned documentation. The Supplier shall present proposals to RWE for improvements and/or adaptations. After approval from RWE, the improvements and/or adaptations shall form part of the Agreement.
- 7.3 If the Supplier has not made its objections to the aforementioned documentation clearly known to RWE in writing before the conclusion of the Agreement, it shall be considered to agree with the documentation and shall not be entitled to subsequently appeal to the incorrectness or incompleteness thereof.

ARTICLE 8 DANGEROUS SUBSTANCES AND ANCILLARY MATERIALS

The provisions with regard to dangerous substances as set out in Article 36 shall apply with regard to the delivery or the use of dangerous substances on RWE sites, in RWE buildings or in the work area.

ARTICLE 9 EXECUTION AND SUPERVISION OF THE WORK

- 9.1 The Supplier shall execute the Work accurately and completely in accordance with the Agreement.
- 9.2 The Supplier shall execute the Work using professionally competent and expert people.
- 9.3 The Supplier shall ensure adequate supervision and management.
- 9.4 The Supplier shall be obliged, in addition to statutory health and safety regulations, to comply with the regulations of RWE relating thereto and ensure the people it has charged with the execution and supervision of the Work also comply with those regulations, at no additional expense to RWE. These regulations shall be available from RWE. A general description has been included in the provisions on health, safety and environment as set out in Article 35.
- 9.5 Unless otherwise agreed, the Supplier shall take care at its expense of the application for, the receipt of and compliance with licences, exemptions and other documents from the side of the authorities that are necessary for the execution of the Agreement.
- 9.6 Before Work commences, the people charged by the Supplier with the execution and supervision thereof shall follow a safety on site instruction [so called "ARBO-instructie"] in order to obtain access to

- 9.7 The Supplier shall be obliged to comply with the regulations that apply to the work location(s) in question and to ensure that the people it has charged with the execution and supervision of the Work comply with those regulations as well.
- 9.8 At the request of RWE, the Supplier shall be obliged to inform RWE in writing of the personal details (and the changes thereto) that are of importance for the execution of the Work of the people who will execute or are executing the Work for RWE.
- 9.9 At the request of RWE the Supplier shall use a time sheet or other means of control (at the option of RWE) to determine the hours worked by the people referred to in paragraphs 2 and 8 of this article.
- 9.10 Unless agreed to otherwise in writing, the working hours of the people referred to in paragraphs 2 and 8 of this article shall be on working days between 06:00h a.m. and 20:00h p.m., to be further determined in consultation with RWE, taking into account an unpaid half hour lunch break. Separate approval must be obtained from RWE for work performed beyond these working hours, or more than 8 working hours per day.
- 9.11 For access to or remaining on the sites and/or in the buildings of RWE or in the work area, people shall at any time be able to prove their identity by means of a legally valid identity card, at the request of the security service of RWE.
In so far as people receive an access pass for the execution of the Work, that pass shall be strictly personal and shall remain the property of RWE. At the end of the Work these access passes shall be handed in. In case of loss, or if an access pass is not handed in, the Supplier shall owe an amount of € 150 per access pass to RWE. These costs may be deducted from invoices of the Supplier.
- 9.12 At least one week before the commencement of the Work, notice shall be given, in accordance with the current procedure, of those people who are charged by the Supplier with the execution or supervision of the Work at one of the sites of RWE.

- 9.13 RWE shall be entitled to deny people access to its sites and/or buildings or to its work area, or demand from the Supplier that they be removed immediately from those sites or those buildings, if they:
 - a. in the opinion of RWE, are clearly not suited to their task;
 - b. misbehave to such an extent that, in the opinion of RWE, their presence at the sites or in the buildings can apparently not be maintained;
 - c. in the opinion of RWE, cannot be admitted to the sites or the buildings, nor can their presence be maintained there because of security reasons;
 - d. evidently act otherwise contrary to an obligation under the Agreement. In particular, the possession and/or the consumption of alcoholic drinks, drugs and/or other substances that affect the ability to react in any manner shall be forbidden at the RWE sites. It shall likewise be forbidden to remain on RWE sites while under the influence of alcohol and/or drugs. The costs to be incurred or incurred by the Supplier in respect of the cases specified in this paragraph may not be offset. At RWE's first request, the Supplier shall attend to replacement without delay.

- 9.14 The Supplier shall be obliged to provide all cooperation that is necessary to enable the security service of RWE to monitor the incoming and outgoing movement of goods and people. In particular, incoming and outgoing vehicles shall therefore have an inventory list available for submission.

ARTICLE 10 HINDRANCE

The Supplier shall be obliged to allow RWE or third parties, commissioned by RWE, to execute work at or in the surroundings of the work location. The Work of the Supplier shall be coordinated as far as possible by or on behalf of RWE with the work of RWE or third parties, in order that as little hindrance as possible is caused for those involved.
If the Supplier or its subcontractors must cooperate with third parties, they shall do their very best to achieve proper cooperation. The Supplier shall discuss the execution of Work with RWE in advance that may reasonably be expected to cause hinder to RWE or third parties.

ARTICLE 11 INTERRUPTION OF THE WORK

When operating conditions necessitate it, the Supplier must, at RWE's request, interrupt its Work or have it interrupted. Further consultations shall take place with regard to the financial consequences in so far as the cause is not attributable to the

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Supply. To this end, the Supplier must require a written statement from RWE in respect of the nature, duration and the extent of the interruption.

ARTICLE 12 STORAGE OF GOODS AND PLACEMENT OF SITE HUTS

The storage of goods by or on behalf of the Supplier at the sites or in the buildings of RWE may only take place with RWE's express consent and designation of a storage place. The Supplier shall ensure storage space at its expense. The same applies to the placement of site huts, sanitary huts, and similar items. Unless agreed otherwise in writing, all the provisions for huts as well as the costs for the use thereof (energy, water, telephone, etc.) shall be borne by the Supplier.

ARTICLE 13 WASTE AND RESIDUE PRODUCTS

Any waste flows and waste materials, with the exception of radiologically contaminated materials, that are released during the execution of the Work shall be separated as far as possible by the Supplier and shall subsequently, in accordance with all relevant laws and regulations, be collected, stored and removed from the RWE sites at its expense.

ARTICLE 14 STAFFING PROCEDURES

RWE shall be entitled to demand that the same people as deployed previously at RWE are deployed as far as possible to carry out the Work, particularly if similar work is involved.

ARTICLE 15 STRIKE

RWE shall not pay any wages and/or other remuneration to people who have been charged with the Work and the supervision thereof by the Supplier or by a third party to which the Supplier has assigned or subcontracted the Work, nor the costs of the equipment referred to in Article 17, for the period such people do not work due to a strike or that such equipment is not used due to a strike.

ARTICLE 16 (TRANSFER OF) TITLE AND RISK

- 16.1 The title and the risk of the Goods transfer from the Other Party to RWE at the moment that the Goods were actually delivered and were accepted unambiguously by RWE in accordance with these Purchase Terms and Conditions and/or the Agreement, unless the Parties expressly stipulate otherwise in the Agreement or the Goods are rejected by RWE after the delivery in pursuance of article 12.
- 16.2 If RWE is in conformity with the Agreement held to pay an advance for the Goods to be delivered, then the title of the said Goods transfers from the Other Party to RWE at the moment of the first payment thereof. Up to delivery and acceptance of the Goods by RWE the risk of the Goods shall be vested in the Other Party who can be qualified as the holder of the said Goods for RWE.
- 16.3 In addition to the provisions set forth in this article the title and the risk of rights also transfer from the Other Party to RWE at the moment of signature of a relevant written agreement by and between the Other Party and RWE.
- 16.4 In case of full or partial rejection of the Goods in pursuance of article 23 the risk and the title are deemed to have never transferred to RWE. RWE is entitled to store the Goods at the expense and risk of the Other Party.
- 16.5 All goods and documents made available to the Other Party by RWE within the framework of the Agreement remain the property of RWE. The Other Party shall return the said goods and documents immediately after the completion of the contract, or as much sooner as with reason possible, to RWE.
- 16.6 All goods developed and/or manufactured by the Other Party within the framework of the Agreement, including but not limited to drawings, sketches, moulds, dies, prototypes, computer software in the form of source code, object code and/or print-outs and the thereto-pertaining Documentation and other Tools, become, immediately after manufacture, the property of RWE.
- 16.7 In case of postponement of delivery of the Goods the title of the relevant Goods transfers from the Other Party to RWE at the moment that the Goods are identifiably stored as property of RWE at or on behalf of the Other Party.
- 16.8 The Other Party guarantees that RWE acquires the unencumbered title of the Goods. The Other Party hereby waives all rights and authorities with regard to the Goods that the Other Party is entitled to pursuant to a right of retention or right to complain..

ARTICLE 17 EQUIPMENT

- 17.1 In so far as not agreed otherwise in writing, the Supplier shall take care of all the equipment necessary for the Work that is to be executed, such as personal safety and equipment items, safety

tools, hand tools, working clothes, welding equipment, measurement and testing apparatus, ladders, scaffolding, etc. Such equipment shall be of sound quality, at least comply with all relevant laws and regulations and be accompanied by the necessary certificates.

- 17.2 In the event the Supplier uses the equipment of RWE with the latter's permission, such use shall be at the risk of the Supplier, which shall be fully liable for any resultant damage that may arise. As soon as it has finished using it, the Supplier shall return the equipment to RWE in the condition in which it received it. Defects - including those caused by the Supplier - shall be reported immediately by the Supplier. In case of loss, the Supplier shall owe the replacement value to RWE.
- 17.3 All measurement and testing apparatus to be used by the Supplier must demonstrably satisfy the manufacturer's specifications in respect of accuracy and traceability. At the request of RWE, the Supplier shall demonstrate this through submission of the accompanying calibration and test reports that shall be not older than twelve (12) months.

ARTICLE 18 AUXILIARY MATERIALS

- 18.1 The materials, drawings, models, templates, stamps, instructions, specifications, software, tools and other resources made available by RWE to the Supplier or purchased for the account of RWE by the Supplier, and that in whatever manner have a supporting function for the goods that are to be delivered, shall remain or become the property of RWE at the moment of purchase or production, unless RWE expressly relinquishes or has relinquished this right.
- 18.2 The Supplier shall be obliged to mark the auxiliary materials referred to in the first paragraph as recognizable property of RWE, to keep these auxiliary materials in good condition and to insure them at its cost against all risks as long as it acts as the holder for RWE in respect of those auxiliary materials.
- 18.3 The Supplier shall not be entitled to remove or modify any indication on the auxiliary materials in respect of the proprietary rights of RWE.
- 18.4 The auxiliary materials shall be made available to RWE at first request but not later than at the time of the Delivery of the goods to which the auxiliary materials relate, unless RWE relinquishes or has relinquishes this expressly or has requested the Supplier to store these auxiliary materials on its behalf.
- 18.5 Auxiliary materials used by the Supplier in the execution of the Agreement shall be submitted to RWE for its approval at RWE's first request.
- 18.6 Changes to or variations to the auxiliary materials made available or approved by RWE shall only be permitted after prior written approval of RWE.
- 18.7 The Supplier shall not use the auxiliary materials or have them used for or in connection with any other purpose than the delivery to RWE, unless RWE grants its consent thereto in writing.
- 18.8 At RWE's first request, the Supplier shall inform RWE by means of a status survey of the number and the quality of the auxiliary materials it is holding.
- 18.9 RWE shall be entitled to have the Supplier sign statements of ownership in respect of the auxiliary materials. The Supplier shall cooperate in this regard.
- 18.10 The manner of use of the auxiliary materials shall be entirely at the Supplier's risk.

ARTICLE 19 CHANGES AND CONTRACT VARIATIONS

- 19.1 With due observance of reasonableness and fairness, RWE shall be entitled to demand from the Supplier changes in the nature and extent of the goods and/or Services that are to be delivered. The changes may not be of such a nature that, reasonably assumed, the Supplier would not have concluded the Agreement if it had been informed beforehand of the changes. RWE shall specify the demanded changes in writing.
- 19.2 The Supplier shall inform RWE, within 14 calendar days after sending the written specification as referred to in the previous paragraph, of the consequences of the changes for the price and delivery period. RWE shall be entitled to terminate the Agreement if the price and delivery time determined by the Supplier are not acceptable to RWE. RWE shall not use the right to terminate the Agreement on unreasonable grounds.

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- 19.3 The Supplier shall request RWE for express written permission for all its desired changes. Merely sending drawings without written explanation shall not suffice for this purpose. Changes, in respect of which the drawings or the design have already been approved by RWE, shall nevertheless still require the written approval of RWE. Any costs that may result from non-compliance with these provisions shall be borne by the Supplier.
- 19.4 If improvements can be made during the design, production or execution of the Work, the Supplier shall inform RWE of this in writing and make those improvements at the request of RWE, if this does not entail additional costs or extension of the delivery time for the Supply. If this is the case however, the Supplier shall make an offer in respect of the changes in question, stating the consequences for the delivery time and/or the price. RWE shall then decide whether to accept the offer.
- 19.5 RWE shall only be obliged to pay additional work that it has commissioned in writing prior to the execution. The settlement of less work than agreed under the Agreement shall be determined in mutual consultation, unless agreed otherwise in writing.

ARTICLE 20 INVOICING, PAYMENT AND AUDIT

- 20.1 The submission of the invoice takes place (monthly) in arrears to the billing address specified by RWE and upon presentation of documents in which the costs are specified on the basis of the categories further outlined in the Agreement.
- 20.2 Payment of the delivered Goods and/or the supplied Services takes place within 30 calendar days after receipt of a properly specified invoice. If delivery (completion) and acceptance of the Goods and/or Services takes place after receipt of the invoice, then payment takes place within 30 calendar days after delivery (completion) and acceptance of the Goods and/or Services in accordance with the Agreement. Payment only takes place if the delivered Goods and/or the supplied Services were approved and after receipt of all thereto-pertaining Documentation and Tools, including the correctly addressed and complete invoice.
- 20.3 The invoice must comply with the statutory invoice requirements and at least be provided with the order number, company name and business address of RWE, as specified on the order for the relevant Goods and/or Services. Invoices that do not comply with the requirements are not processed and are returned to the Other Party.
- 20.4 If RWE disputes an invoice of the Other Party then the Other Party must substantiate the relevant invoice in a further and proper manner, failing which RWE is not held to pay the disputed invoice.
- 20.5 RWE is at its sole discretion and by way of security for compliance by the Other Party with its obligations on account of the Agreement, entitled to require that the Other Party provides an unconditional and irrevocable bank guarantee issued by a bank institution acceptable to RWE. The costs of the bank guarantee are at the expense of the Other Party.
- 20.6 If for the execution of the Agreement RWE effectuates a payment for Services and/or Goods that have not been supplied or delivered yet, then the Other Party is on demand of RWE held to prior to the said payment provide a bank guarantee "on call" to RWE for the value of the paid amount. The guarantee does not bring about any costs on the part of RWE. The bank guarantee "on call" is issued by a bank institution acceptable to RWE. If on account of a shortcoming on the part of the Other Party Services and/or Goods are not accepted within the stipulated time limit, then the Other Party is liable to pay the statutory interest on the advance for the time that the shortcoming continues.
- 20.7 If the Other Party does not (completely) comply with an obligation on account of the Agreement or the Purchase Terms and Conditions, then RWE is entitled to suspend payment to the Other Party. The suspension applies up to the moment that the Other Party has yet complied with its obligations vis-à-vis RWE in full.
- 20.8 Payment by RWE never implies a waiver of rights and does not release the Other Party from any warranty, obligation or liability on account of an Agreement.
- 20.9 RWE is always authorised to set claims of the Other Party vis-à-vis RWE off against claims that RWE has vis-à-vis the Other Party on any account whatsoever, regardless of the fact whether the said claims are eligible and/or can easily be established (in court). Reliance by the Other Party on section 136 of Book 6 of the Dutch Civil Code is excluded.

- 20.10 RWE shall only be in payment default of an amount payable to the Other Party after expiry of a time limit of 14 calendar days after the Other Party has given RWE written notice of default in connection therewith.
- 20.11 If RWE is in default then RWE shall only be liable to pay default interest equal to the statutory interest. As the occasion arises RWE shall, in consideration of the provisions set forth in article 29.3, not be liable for other thereto-pertaining costs.
- 20.12 Payments of RWE are first applied to the payable principal sum, then to accrued interest and finally to potentially payable costs.
- 20.13 RWE is always entitled to have invoices sent by the Other Party audited by an auditor designated by RWE on substantive correctness. The Other Party shall on demand provide the relevant auditor insight into books and documents and provide all data and information required by the same. The audit shall be confidential and shall not extend further than required for the verification of the invoices. The auditor shall forthwith present his report to both Parties.
- 20.14 The costs of the audit are at the expense of RWE, unless it follows from the audit that the invoice was incorrect on certain points, in which instance all the said costs are at the expense of the Other Party.
- 20.15 RWE is entitled to suspend payment of an invoice during the period of the audit. RWE shall only rely on this authority if RWE has reasonable doubt about the correctness of the relevant invoice and only for the disputed part of the invoice. Overstepping of a payment term by RWE or non-payment by RWE of an invoice on the basis of alleged substantive incorrectness of the said invoice or inferiority of the invoiced performances does not entitle the Other Party to suspend or terminate its performances.

ARTICLE 21 QUALITY AND GUARANTEE

- 21.1 The Supplier warrants that the Supply shall be executed as agreed and the delivered goods are therefore inter alia new, the Supply are free of defects and third-party rights, are suited to the purpose for which they are destined, have the promised characteristics and comply with the relevant legal requirements and government regulations as well as with the standards of health, safety, environment and quality applied in the field.
- 21.2 If, irrespective of the results of any inspection, the goods appear not to fulfil the provisions of paragraph 1 of this article, the Supplier shall repair or replace the goods - at the option and on first written notification of RWE - at its expense, unless RWE prefers termination of the Agreement, in accordance with the stipulations in Article 32 - Notice and Termination, paragraphs 3 and 4.
- 21.3 The Supplier shall guarantee the Supply for a period of two years from the moment of approved Delivery/Completion. The expiry of the guarantee period shall not affect the rights that RWE may derive from the law and the Agreement. The agreed guarantee in this period shall at any rate include that the Supplier must repair any defect reported in writing by RWE to the Supplier within the guarantee period as soon as possible, at no charge to RWE. If, based on this obligation, the Supplier has performed work and/or has changed, repaired or replaced goods or parts thereof, the full guarantee period shall become effective again for such work, goods or parts from the moment of approved acceptance of the guarantee work.

ARTICLE 22 STANDARDS AND SPECIFICATIONS

In so far as not expressly stipulated otherwise in the documents being part of the Agreement, the relevant European standards and specifications shall apply to the Supply and the Work. In the absence of European standards and specifications, the relevant Dutch standards shall apply to the Supply.

ARTICLE 23 CHECKS, INSPECTIONS, EXAMINATIONS AND TESTS

- 23.1 Checks, inspections, examinations and/or tests by or on behalf of RWE may take place both prior to the Delivery/Completion and during or after the Delivery/Completion.
- 23.2 To this end, the Supplier shall grant access to the places where the goods are produced or stored and shall cooperate with the checks, inspections, examinations and/or tests required by RWE. This cooperation shall also imply the provision of the required documentation and data at its expense.
- 23.3 At the request of RWE, the Supplier shall inform RWE in time when checks, inspections, examinations and/or tests can take place,

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without any obligation on the side of RWE to actually have these performed at those times.

- 23.4 The Supplier shall be entitled to attend the checks, inspections, examinations and/or tests by or on behalf of RWE.
- 23.5 Unless expressly agreed otherwise, the costs of checks, inspections, examinations and/or tests shall be borne by the Supplier with the exception of the costs of the staff of RWE and/or its authorized representative charged with the inspections. The costs of rechecking, re-inspections, re-examinations and/or retesting shall always be borne by the Supplier, in which case the costs of the staff of RWE and/or its authorized representative charged with the inspections shall also be borne by the Supplier.
- 23.6 If and as often as, during checks, inspections, examinations and/or tests before the Delivery/Completion, goods or Work appear not to conform to the set requirements, the Supplier shall immediately make the necessary improvements or attend to replacement, after which a new inspection shall take place. Rejection shall not be a ground for extension of the delivery period.
- 23.7 If during checks, inspections, examinations and/or tests during or after the Delivery/Completion, the Supply are completely or partially rejected, RWE shall notify the Supplier of this in writing. This notification shall be considered a notice of default. RWE shall also give the Supplier the opportunity to deliver in accordance with the order within a reasonable period of time. If the Supplier does not avail itself of that opportunity or fails to deliver properly, RWE shall be entitled to terminate the Agreement entirely or partially without further notice of default. RWE shall also be entitled to do this if the delivery by its nature or destination is no longer possible or relevant.
- 23.8 In the event of complete or partial rejection of the Supply during or after the Delivery/Completion, title and risk shall be deemed to have remained with the Supplier and therefore never to have passed to RWE.
- 23.9 If checks, inspections, examinations and/or tests take place in consultation with a recognized independent and expert body, the result thereof shall be binding on the Supplier and RWE. This shall apply equally to rechecks, re-inspection, re-examination and/or retests.
- 23.10 The Supplier shall be obliged to do its utmost to enable RWE or third parties on behalf of RWE to perform the checks or have them performed at the factory/workshops of subcontractors of the Supplier, all if and in so far as this relates to the Agreement.
- 23.11 If, irrespective of the results of any checks, inspections, examinations and/or tests, the Supply appear not to conform to the provisions of Article 21, RWE reserves all rights that the law and the Agreement attach to this breach.
- 23.12 If after consultation with the Supplier it may be reasonably assumed that the Supplier cannot or cannot punctually or properly attend to repair or replacement, RWE shall be entitled to carry out the repair to or replacement of the Supply itself, or have it done, at the expense of the Supplier. This shall not release the Supplier from its obligations under the Agreement. RWE shall be entitled to abandon consultation if business operations or other urgent circumstances compel it to do so.
- 23.13 Checks, inspections, examinations and/or tests, in accordance with the provisions of this article, shall not release the Supplier from its obligations under the Agreement or imply delivery, acceptance or transfer of risk.
- 23.14 The Supplier shall be obliged to mark the inspected or examined goods expressly as destined for RWE.

ARTICLE 24 ACCEPTANCE

- 24.1 Once all the conditions set for Completion in the Agreement have been met, the Supplier shall request RWE in writing to proceed to the acceptance of the Supply.
- 24.2 Acceptance shall take place when RWE is of the opinion that all the conditions set Completion in the Agreement have been met.
- 24.3 The acceptance shall be preceded by a joint inspection and possible testing of the Supply, which will take place as soon as possible after the request as referred to in paragraph 1.
- 24.4 The parties shall prepare a report of this inspection and any testing. This report shall in each case state whether the Supply are approved by RWE and which Work must still be performed by the

Supplier within a reasonable period of time. The day on which RWE approves the Supply in writing shall be considered the day of acceptance.

ARTICLE 25 CONFIDENTIALITY

- 25.1 The Other Party commits to observe absolute confidentiality with regard to all information and data of or about RWE that come to the knowledge of the Other Party, directly or indirectly, and that are of a confidential nature or of which the Other Party should within reason understand the confidentiality. The Other Party shall never use this confidential information and these confidential data for personal use and/or communicate, make available, provide insight into or otherwise render the same accessible to third parties other than strictly required within the framework of the execution of the Agreement and after prior written consent of RWE.
- 25.2 With regard to the information as intended in article 25.1 the Other Party guarantees confidentiality for the duration of the Agreement and during a period of three years after termination thereof and it commits:
 - a) to observe all reasonable measures for secure retention of the information;
 - b) to limit the access to the information to persons within the organisation of the Other Party to the extent that the said information is required for (the execution of) the Agreement;
 - c) not to retain the information longer than within reason required for the execution of the Agreement and to after full execution of the Agreement again immediately make these data, including the copies thereof, available to RWE or to, after obtained permission, destroy the same in which instance evidence of the destruction must be made available to RWE.
- 25.3 The Other Party sees to it that its personnel is informed of the confidentiality obligations set forth in this article and commits its personnel as well as the third parties relied on by the same for the execution of the Agreement in writing to the same confidentiality or to have the said third parties sign confidentiality agreements submitted to RWE.
- 25.4 If an Agreement is terminated, whether or not early, then the Other Party shall see to it that all information that originates from RWE, including materials, discs, documents, documentation and other data carriers with data and/or information, is immediately made available to RWE.
- 25.5 The Other Party is not allowed, without the prior written consent of RWE, to publicise the conclusion and execution of an Agreement in any way whatsoever or to, either directly or indirectly, maintain contacts with clients of RWE. The Other Party shall moreover, if the Other Party is familiar with publicity in respect of RWE or should within reason have been familiar with this, always refrain from acts, also after this Agreement has come to an end, that could within reason prejudice the reputation of RWE and/or its products and/or services.
- 25.6 Without prejudice to the right to compensation and the other statutory rights, RWE is, in case of a breach of the provisions set forth in this article by the Other Party, entitled to collect an immediately claimable penalty, not subject to moderation, of € 5,000.00 (in words: five thousand euros) per breach and the same amount for each day that the breach continues, with a maximum of € 50,000.00. The amount is paid by the Other Party immediately after establishment of the breach by RWE..

ARTICLE 26 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS AND OTHER RIGHTS OF THIRD PARTIES

- 26.1 All intellectual and industrial property rights, in any form whatsoever, in respect of goods that are made available to the Other Party by RWE for the benefit of the execution of the Agreement, including software and systems of RWE supplied by third parties, are exclusively vested in RWE, unless expressly indicated otherwise.
- 26.2 All intellectual and industrial rights, in any form whatsoever, that arise due to or as a result of the execution of the Agreement by the Other Party are vested in or belong to RWE. Data carriers that the aforementioned rights are related to belong to RWE.
- 26.3 Where applicable the rights as intended in article 26.2 are in pursuance of these Purchase Terms and Conditions transferred to RWE by the Other Party. After the occurrence of the said rights the relevant transfer is hereby already accepted by RWE. To the extent that the transfer of these kinds of rights requires a further deed the Other Party shall on demand of RWE lend its cooperation in the transfer of these kinds of rights, without being able to impose any conditions in connection therewith.

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- 26.4 The Other Party is held to use the material made available by RWE in such manner that a violation of any intellectual property right vested on the said material is out of the question. The Other Party is held to mark the said material as recognisable property of RWE.
- 26.5 The Other Party warrants that the use, including the resale, of (parts of) the Goods delivered by and the Services supplied by the same or of the Tools sold or manufactured by the same for the benefit of RWE do not infringe any intellectual and industrial property right of third parties and that the use thereof is neither otherwise unlawful vis-à-vis third parties in any country.
- 26.6 If the use by RWE as intended in article 26.5 infringes or threatens to infringe an intellectual or industrial property right of third parties, or any other right of third parties, then the Other Party shall:
- acquire a right to use the relevant Goods and/or Tools;
 - change the relevant Goods and/or Tools in such manner that the infringement is cancelled;
 - replace the relevant Goods and/or Tools by equivalent goods that do not infringe the rights of third parties;
 - take back the relevant Goods and/or Tools upon repayment of the price paid for the same; all:
 - in consultation with RWE;
 - without additional costs on the part of RWE apart from the stipulated purchase price, and
 - without the possibilities for use being more limited than of the Goods and/or Tools originally to be delivered.
- 26.7 The Other Party shall in the first instance try to realise the option enumerated highest in article 26.6. If the Other Party demonstrated that the realisation thereof is within reason not possible then the Other Party is entitled to implement the option enumerated below that. In addition, the Other Party shall immediately take all other required measures and inform RWE accordingly as soon as possible.
- 26.8 The Other Party indemnifies RWE against potential rightful or wrongful claims regarding an (alleged) infringement of an intellectual or industrial property right of the Other Party or a third party to the extent that the (alleged) infringement is related to, derives from or is in any way whatsoever related to the execution of the Agreement or involvement of the Other Party, regardless of the fact whether or not the aforementioned infringement can be blamed on RWE. In case of this kind of claim the Other Party commits to at its own expense take all measures that may contribute to the continuation of the infringement, prevention of stagnation at RWE and limitation of the additional costs and/or damages incurred by RWE.
- 26.9 Unless RWE expressly requests otherwise, the Other Party provides for the defence in proceedings that may be instituted against RWE on account of an alleged infringement of rights of third parties. RWE shall immediately inform the Other Party in writing of this kind of action and provide the Other Party with the within reason required authorisations and assistance. The Other Party indemnifies RWE against all damages and costs, including but not limited to costs that are related to (a cost award in) proceedings, and shall pay the costs of the proceedings.
- 26.10 Without prejudice to the provisions set forth above in this article, RWE is entitled, if third parties hold RWE liable for an infringement of intellectual and/or industrial property rights, to rescind the Agreement in writing out of court, either in full or in part, without being liable for compensation vis-à-vis the Other Party.
- 26.11 To the extent that costs are related to the establishment of an intellectual and/or industrial property right the said costs shall be at the expense of RWE. The Other Party hereby irrevocably authorises RWE to register the intellectual property rights and/or the transfer of the said rights to RWE in the relevant registers.
- 26.12 Without prior written consent, the Other Party shall not use trade names, trademarks or logos that belong to RWE either individually or in combination with trade names belonging to the Other Party or to third parties.

ARTICLE 27 SPARE PARTS

The Supplier shall be obliged to keep spare parts in stock for a period that is considered reasonable according to generally accepted practice, even if the production of those goods has since finished. The Supplier shall inform RWE in due time of the termination of production so that RWE has the opportunity to order spare parts beforehand.

ARTICLE 28 ASSIGNMENT

- 28.1 The Supplier shall not assign the rights and obligations arising from the Agreement for the Supplier to third parties, whether fully or partially, without prior written permission from RWE.
- 28.2 The Supplier shall not fully or partially subcontract the execution of its obligations under the Agreement to third parties without prior written permission from RWE. The prior approval of RWE shall also be obtained for the deployment of hired staff. RWE shall be entitled to attach conditions to the permission. Any permission shall not release the Supplier from its obligations under the Agreement.
- 28.3 The Supplier hereby and henceforth grants its permission to RWE to assign its rights and obligations under the Agreement to a third party, in so far as this third party is part of RWE N.V. in Arnhem.
- 28.4 If, with the permission from RWE, the Supplier engages the services of one or more third parties for the execution of the Work, the Supplier shall ensure, to the extent it is applicable, that its agreement with that third party (or with those third parties) contains the provisions from the Agreement, as well as the obligation on that third party (or those third parties) to do the same with regard to the services of any third party (or parties) it/they engage(s) with written permission from RWE.
- 28.5 Permission granted by RWE under this provision shall not affect the liability of the Supplier for the conduct of the third party/parties involved.

ARTICLE 29 LIABILITY

- 29.1 The Supplier shall be obliged to compensate any losses suffered by RWE due to or in respect of the execution of the Agreement. This obligation of the Supplier to pay damages shall be limited in respect of damage to goods of which the title and risk vest in RWE to:
- EUR 2,500,000 per case of damage for Agreements with a total price equalling or smaller than EUR 100,000, and
 - EUR 5,000,000 per case of damage for Agreements with a total price exceeding EUR 100,000,
- Unless explicitly stated otherwise the mutual liability for consequential damages, due to or in respect of the execution of the Agreement, is excluded, unless the Supplier is insured for these damages or these damages relates to the provisions of Article 26. Consequential damages are understood to mean only loss of profit, loss of production, loss of income, or substitute order of energy.
- 29.2 The Supplier shall indemnify RWE against any claims from third parties for compensation of loss due to or in respect of the execution of the Agreement. In this paragraph, third parties shall also mean staff of RWE and those who work on assignment by RWE.
- 29.3 Unless the responsibility of RWE or the staff of RWE is proven, RWE shall not be liable for any damage that may arise for the Supplier, its staff or other people engaged by the Supplier in the execution of the Agreement, including destruction and loss of property.
- 29.4 The Supplier shall be obliged to take out adequate liability and risk insurance. For activities in respect of newly developed property that exceed an amount of EUR 500,000, the Supplier shall start consultations with RWE as early as in the tender phase to decide which party is responsible for taking out a specific CAR insurance. In the absence of consultations, the Supplier shall be responsible for the timely conclusion of an appropriate CAR insurance.

ARTICLE 30 INSURANCES

- 30.1 At the request of RWE, the Supplier shall make the policies available for inspection of insurances that the Supplier is obliged to take out pursuant to the aforementioned provisions. The insured and excess amounts shall be subject to the approval of RWE.
- 30.2 If, in respect of its possible liability towards RWE, the Supplier is entitled to receive payments under an insurance contract, the Supplier shall ensure that these payments are made directly to RWE; for which purpose RWE may demand that:
- the Supplier concludes the contract of insurance also on behalf of RWE, or that
 - the Supplier assigns any insurance claim to RWE, at the discretion of RWE.
- The Supplier shall grant an irrevocable power of attorney to RWE to receive payment of claims.
- 30.3 Insurance by the Supplier shall not result in the limitation of its liability or the joint liability of RWE.
- 30.4 Valid motor insurance must be taken out for all means of transport of the Supplier and/or subcontractor(s) that will be used at the

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sites of the customer. At the request of RWE, the Supplier shall submit documentary evidence of this insurance.

ARTICLE 31 RECIPIENTS' AND VICARIOUS TAX LIABILITY

- 31.1 If and to the extent that the recipients' and/or vicarious tax liability may in pursuance of sections 34 and 35 of the Dutch Collection of State Taxes Act 1990 ("Invorderingswet 1990") apply to the Agreement the Other Party must comply with all obligations deriving from the said Act.
- 31.2 The Other Party is held to lend cooperation in:
- the creation of guarantees for the contribution of taxes and national insurance contributions related to the activity, and the indemnification against the income and turnover tax and/or national insurance contributions of RWE in connection therewith by means of the use of a so-called G account at a bank institution or a deposit account with the Dutch Tax Authorities.
- 31.3 The Other Party shall guarantee that its invoice complies with the invoice requirements in pursuance of the legislation and regulations (in particular the Dutch Decree of 6 December 2014, no. BLKB 2014-704M) and the Other Party shall keep a registration of the persons who were hired or performed work for RWE on a (sub-)contracting basis. The said registration also includes the names, date of birth and, where statutorily required, the civil service number (CSN) of the relevant persons. If RWE deems it to be required that more data are recorded and/or supplied, then the Other Party shall on demand of RWE forthwith record respectively supply the said data. The Other Party shall guarantee that the relevant persons lend their cooperation in the same. The Other Party must also declare vis-à-vis RWE that the relevant persons were employed by the same at the moment of the performance of the Services.
- 31.4 The Other Party shall, if and to the extent that there is question of circumstances as intended in article 31.1, also indicated on the invoice:
- the G account number with the bank institution that part of the invoice amount must be paid to;
 - a description or reference of the work for which payment is made as well as the wage amount pursuant to section 10 of the Dutch Income Tax Act 1964 ("Wet op de loonbelasting 1964");
 - the number or reference of the agreement with which the Other Party supplied personnel; and
 - the period during which the performance or performances was or were delivered.
- 31.5 The percentage of the invoice amount that must be paid to the G account for the national insurance contributions and income tax and, as the occasion arises, turnover tax amounts to:
- depending on the type of SNA reference, at least 25%, or
 - failing the SNA reference, 40%.
- 31.6 The provisions set forth in articles 31.4 and 31.5 are not applicable if the Other Party disposes of an SNA registration and a so-called exculpation declaration of the Dutch Tax Authorities from which it becomes apparent that the Other Party provided security with the Dutch Tax Authorities for the payment of income tax, national insurance contributions and income tax. The Other Party must annually submit this exculpation declaration to RWE.
- 31.7 At the request of RWE the Other Party must accompany invoices by respectively refer to the registration from which it becomes apparent what persons were deployed on what days and during how many hours per day for the performance of the Services.

ARTICLE 32 NOTICE AND TERMINATION

- 32.1 RWE shall at all times be entitled to terminate the Agreement before its term by giving notice to the Supplier in writing, provided this is done stating sufficient serious reasons.
- 32.2 Immediately after receipt of the written notice, the Supplier shall stop the execution of the Agreement. RWE and the Supplier shall then start consultations about the consequences of such a termination, on the basic assumption that the Supplier is entitled to reasonable compensation for the work and deliveries executed until that stage, but which shall not include compensation for loss of production, loss of profit and financial loss suffered. The provisions in this paragraph shall not apply to the cases stated in paragraphs 3 and 4 of this article.
- 32.3 If the Supplier fails in its performance of the Agreement as well as in the event of bankruptcy, suspension of payment and in the event of closing down, winding-up, takeover or any comparable situation

of the RWE of the Supplier, the Supplier shall be legally in breach and RWE shall be entitled

- to unilaterally terminate the Agreement, in whole or in part, by means of a written notification to the Supplier, and/or
- to suspend payment obligations, and/or
- to instruct third parties to carry out the Agreement, in whole or in part, at the expense of the Supplier, all without RWE being obliged to pay any damages and without prejudice to any rights to which RWE is entitled, including its right to full compensation.

- 32.4 Any claims that RWE might have or obtain against the Supplier in these cases shall be immediately payable in full.

ARTICLE 33 APPLICABLE LAW AND DISPUTES

- 33.1 The Agreement and any Agreements resulting from it shall be exclusively governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods dealing with international purchasing agreements (often referred to as the Vienna Sales Convention) is not applicable to this Agreement.
- 33.2 Any disputes, including those that are only considered as such by one of the parties, which may arise between the parties following this Agreement or Agreements resulting from it, shall be settled by the competent Court in the 's-Hertogenbosch district unless the law mandatory provides otherwise.
- 33.3 Contrary to the provisions of paragraph 2 of this article, RWE shall be entitled to decide that the dispute will be settled by arbitration. In that case, arbitration shall take place in accordance with the rules of procedure of the Netherlands Arbitration Institute (N.A.I.) in Rotterdam.
- 33.4 A dispute shall not entitle the Supplier to discontinue the work. Discontinuation of the work by the Supplier shall entitle RWE, after a written warning to the Supplier, to have the work performed at the expense of the Supplier, subject to any settlement to which the Court of the Arbitration Tribunal may compel RWE.

ARTICLE 34 TRANSLATION

These purchase conditions have originally been drawn up in Dutch. In the event of a lack of clarity and difference in interpretation and/or explanation of these purchase conditions, the Dutch text shall take precedence at all times.

ARTICLE 35 HEALTH, SAFETY AND ENVIRONMENT

- 35.1 RWE's HSE rules and policy statement constitute part of this Agreement. Additional rules and instructions included in the relevant Agreement shall apply in respect of specific Supplies.
- 35.2 This Agreement shall only apply for the purposes of the agreed work, and the general and specific rules applicable in this respect. Before the Work commences, the risks and control measures which are important in this respect must be recorded in an HSE plan based on a risk survey and evaluation (RI&E and/or TRA).
- 35.3 Any delay in Supply which is due to compliance with the HSE rules or any more specific regulations which the Supplier may reasonably be expected to be aware of shall not constitute force majeure. RWE may therefore suspend Supply and shall not be liable for any form of compensation as a result.
- 35.4 The supplier must hold a valid SCC */** or OHSAS 18001:2007 certificate or possess an equivalent safety management system when performing the Work. Evidence of such equivalence must be presented by means of an audit conducted by an independent safety certification organisation and a certificate issued in this respect. All of the requirements stipulated on the basis of such a certificate shall apply in full with regard to all work. Where the Supplier is an Independent Person without Personnel (Dutch "ZZP") without any staff, he shall be required to hold a SOS-SCC (Dutch: VOL-VCA) certificate and a SCC certificate issued by an independent safety certification organisation based on the SCC items stipulated by the RWE.
- 35.5 Where the work or part of it is subcontracted, the HSE terms and conditions of the relevant Agreement shall apply on that in full. Subcontracting must be reported in writing and must be approved by RWE.
- 35.6 The Supplier shall be required to submit a schedule covering the following:
- weekly safety inspections conducted at the work site, the findings of which must be recorded in writing, and executive action shall be taken, if any deviations are discovered;

- toolbox meetings, in respect of which it must be borne in mind that RWE may present items for discussion depending on how pertinent they are;
 - the identification of project-related risks, including the preparation and conduct of task-related risk analyses and any discussions held and/or instructions issued in response to same.
- 35.7 The Supplier shall be required to comply with all legal and any other occupational Health and Safety requirements which apply in respect of his organisation. Every supplier shall be required to comply with the specific HSE terms and conditions and/or rules applicable in respect of the relevant location of RWE.
- 35.8 The Supplier shall be required to keep records of the HSE statistics based on LTIF (Lost Time Injury Frequency). The LTIF shall be determined by multiplying the number of lost time incidents by 1,000,000 and then dividing this by the number of hours worked. The HSE targets shall be determined in the case of each project every year and must be included in the HSE plan for the implementation stage.
- 35.9 All operational staff including any operational managers must be in possession of a Personal Safety Logbook (PSL) and shall present it for inspection when requested to do so by a RWE employee designated for this purpose.
- 35.10 All of the Supplier's operational staff must hold a valid Basic SCC (Dutch: B-VCA) or equivalent certificate. (Such equivalence shall be determined in accordance with the SCC course objectives.) All of the operational managers must hold a valid SOS-SCC (Dutch: VOL-VCA) or equivalent certificate (such equivalence shall be determined in accordance with the SCC course objectives). All employees who are involved with a work permit system and the internal procedures of RWE and its business units, must have received instructions concerning these procedures, and this must be recorded on their Personal Safety Logbook (PSL). All employees who perform work in accordance with the Directory of training in high-risk tasks (Dutch: Gids Opleidingen Risicovol Werk), shall be required to hold a corresponding valid certificate for such work.
- 35.11 Before commencing the work, any person who is charged with its performance by the Supplier shall be required to comply with the relevant RWE procedures and instructions for access. These instructions have a limited term of validity and must be recorded in the Personal safety Logbook (PSL).
- 35.12 The Supplier and his staff shall be required to attend the kick-off meeting organised by RWE and shall, at the request of RWE, carry out any education and instruction specific to the business. Unless otherwise stipulated, details of the communication and consultation structure must be included in the HSE plan for the implementation stage (Dutch "uitvoeringsfase") based upon use of the Dutch language, unless otherwise agreed in writing. The Supplier shall be required to ensure that all safety documents and communications are available in the language spoken by his staff.
- 35.13 Before the relevant work is carried out on any premises or site belonging to RWE, the representative of the relevant location must consent to this.
- 35.14 All equipment and resources, including any personal protection aids, must comply with all legislation, applicable regulations and relevant requirements.
- 35.15 The Supplier shall have a duty to familiarise himself with the emergency plan and evacuation instructions of the location of RWE, where the work is performed. At the work site the Supplier shall at the very least ensure that the number of those of his staff, who have attended first aid and/or industrial emergency aid training confirmed by certificate, complies with that stipulated by RWE.
- 35.16 The Supplier shall be required to monitor the details referred to in §35.6 and §35.8, and to evaluate them regularly and to adjust the action plan where necessary. The method of reporting, the frequency and substantive matters shall be determined by the RWE.
- 35.17 The Supplier shall be required to report any accident or incident and to conduct investigations using an investigative method such as Tripod, a fact tree or equivalent analysis. The findings of this investigation and any control measures must be reported to RWE. The latter reserves the right to conduct its own investigations independently of or in conjunction with the

Supplier.

- 35.18 The Supplier shall be required to draw up an audit schedule covering the duration of the project and/or work, or for a longer period of time in the case of a relevant Agreement. The Supplier shall be required to act in accordance with this audit schedule and these audits must focus on the risks specific to the relevant work. Any reports and action for the purposes of improvement must be reported to the RWE.
- 35.19 RWE may at all times amend and/or supplement these terms and conditions, and any other safety regulations and instructions which it uses by issuing verbal or written directions to this effect, insofar as it may be reasonably necessary to do so. The Supplier shall be required to comply with any such aforementioned amendment or supplement.

ARTICLE 36 DANGEROUS SUBSTANCES

- 36.1 Hazardous substances are deemed to refer to the following, amongst others:
- chemicals in general;
 - cleaning agents and thinners;
 - substances intended to be used in laboratories and for research;
 - assembly aids;
 - adhesives and screening agents;
 - insulation materials;
 - industrial chemicals;
 - sealants;
 - lubricants;
 - industrial gasses.
- 36.2 In the case of all hazardous substances which are used at locations of RWE the Supplier shall be required to ensure the presence of a safety information sheet which complies with the requirements stipulated in the Environmentally Hazardous Substances Act (Dutch: "wet Milieu Milieubeheer") . Those employees performing the relevant work must be notified of the manner in which the requisite information may be found.
- 36.3 The Supplier shall be and shall remain responsible for ensuring the appropriate storage, packaging, removal, processing and treatment of the hazardous substances (waste or otherwise) which he uses, unless otherwise agreed in writing.
- 36.4 The Supplier shall ensure that there is a workplace hygiene programme for those employees performing work at locations of RWE who are exposed to hazardous substances.

ARTICLE 37 SOCIAL RESPONSIBILITY

- 37.1 The Supplier will act at all times in accordance with the applicable national and international legislation and regulations relating to human rights, the environment, working conditions, and the health and safety of employees.
- 37.2 The RWE Code of Conduct (hereinafter referred to as: CoC) is part of these terms and conditions. The CoC is applicable to RWE and its affiliated parties within the RWE concern and provides with clarity and guidance in matters related to one's own responsibility. The CoC helps employees to operate on behalf of their company. RWE considers it important to carry out these principles to her affiliated parties and demands these parties to comply with the code. De CoC is published on: <http://www.rwe.com/web/cms/en/2438/rwe/about-rwe/code-of-conduct/> .
- 37.3 RWE requires its suppliers to endorse and observe the Global Compact of the United Nations (www.unglobalcompact.org). This Global Compact therefore forms an integral part of the Agreement between RWE and the Supplier. The Supplier hereby declares that it agrees to the Global Compact.
- 37.4 RWE will consult occasionally with the Supplier to ensure that the Global Compact is being observed. If RWE deems it appropriate, an audit may be carried out by a third party that it designates. The Supplier hereby declares that it will cooperate unconditionally and completely in such an audit and recognises that possible findings may have a negative effect on its relationship with RWE.

ARTICLE 38 HUMAN RIGHTS

- 38.1 The Client explicitly refers to RWE's Human Rights Supplier Contract Appendix which applies within the RWE Group and can be consulted under <https://www.rwe.com/en/products-and-services/supplier-portal/general-conditions>.
- 38.2 The Client expects the Contractor to, and the Contractor agrees thereto, explicitly accept and comply with the principles and all obligations contained therein at all times and, in particular, to commit itself to support and implement the principles on human rights, labour relations and environmental protection as stipulated therein in its own business area and towards its own supply chain.
- 38.3 In order to further assess and determine the risk for human rights, labour relations and environmental protection associated with the supply chain, the Client may submit, [initially and] on a frequent or ad hoc basis, and the Contractor will reply to in due course, a questionnaire regarding typical risk areas and preventive and remedial actions having been taken and/or are required within the business area of the Contractor.
- 38.4 The Contractor is further obliged to inform the Client in due time of any incident, violation of or increased risk to violate any human rights principle affecting the Client in its supply chain with the Contractor.
- 38.5 The Client shall be entitled to carry out audits to determine whether the Contractor or any sub-supplier has lived up to its obligations under the Human Rights Supplier Contract Appendix by requesting information, documentary evidence or by conducting on-site inspections, as laid out in the Human Rights Supplier Contract Appendix in more detail.
- 38.6 If the Contractor evidently fails to fulfil any of the principles and refuses to implement the necessary preventive or remedial measures according to the Human Rights Supplier Contract Appendix, the Client reserves, in addition to other remedies which may be available, the right to extraordinary terminate the contract with the Contractor.
- 38.7 In case the Client is held legally liable for a violation of applicable legal requirements under the Lieferkettensorgfaltspflichtengesetz (LkSG) which is attributable to wilful or negligent misconduct of the Contractor, in particular by not observing the obligations arising under the Human Rights Supplier Contract Appendix, the Client will pass on any fine imposed on it as damage claim under this supply contract.