

Contents

General Section	2
0 Definitions	2
1 Applicability	2
2 Realisation of an Agreement	2
3 Deadlines	2
4 Delivery, Completion, Ownership and Risk	2
5 Conformity, Quality of the Performance, Guarantee, Sustainability	3
6 Guarantees with respect to Persons, Auxiliary Persons and Third Parties that have been made available	3
7 Changes, Contract Variations	4
8 Tools	4
9 Prices	4
10 Payment	4
11 Confidentiality	5
12 Transfer of Rights and Obligations	5
13 Liability and Indemnity	5
14 Insurance	5
15 Force Majeure	6
16 Intellectual Property Rights	6
17 Termination by Cancellation or Dissolution	6
18 Change in Conditions	6
19 Creditworthiness of the Supplier	7
20 Safety and the Environment	7
21 Legislation and Regulations, Compliance	7
22 Personal Data Protection	7
23 IT-security and/or Information Security	7
24 Applicable Law and Jurisdiction Clause	8
25 Concluding Provisions	8
(A) Supplementary Conditions of Purchase of Uniper concerning the Purchase of Goods	8
A0 Applicability	8
A1 Delivery of Goods and Transfer of Title	8
A2 Packaging and Shipment	8
A3 Inspection and Acceptance	9
(B) Supplementary Conditions of Purchase of Uniper concerning the Purchase of Services	9
B0 Applicability	9
B1 Commission	9
B2 Performance of Services and Completion	9
B3 Remuneration and Payment	9
(C) Supplementary Conditions of Purchase of Uniper concerning the Contracting of Work and Projects	9
C1 Applicability	9
C2 UAV - 2012	10
C3 Subcontractors	10
C4 Management and Oversight	10
C5 Facilities of Uniper	10
C6 Management by Third Party/Parties	10
C7 Collaboration with Third Parties	10
C8 Obligations of the Supplier	11
C9 CAR-insurance of the Supplier	10
C10 Cables and Pipes	10
C11 Information, Drawings and Other Data	10
C12 The Contract Price	11
(D) Supplementary Conditions of Purchase of Uniper concerning the Hiring In of Personnel	11
D1 Applicability	11
D2 Own Employees / Lending of Third-party Personnel	11
D3 Documents	11
D4 Personal Data of Loan Personnel	11
D5 Obligations of the Loan Employee	11
D6 Costs	12
D7 Default, Early Departure, Overtime	12
D8 End of Work Activities	12

I General Section

0. Definitions

In these general conditions of purchase, the terms below are defined as follows:

“**Delivery**”: giving Uniper possession of the Goods;

“**Appendices**”: the documents attached to the Agreement that are an inextricable part of the Agreement, including, in any case, the Uniper Safety Regulations;

“**Services**”: the activities to be performed by the Supplier under the Agreement; “**Uniper**”: Uniper Benelux N.V. and/or a company that belongs to the same group as Uniper Benelux N.V. in the sense referred to in Article 24b of the Dutch Civil Code, including a subsidiary company of Uniper Benelux N.V., as the other party of the Supplier;

“**Goods**”: the movable property to be sold and delivered by the Supplier in accordance with the Agreement;

“**Supplier**”: the supplier of Uniper as named in the Order or Agreement, acting in the conduct of business or a profession;

“**Completion**”: the Supplier’s complete setting up of the Goods to be delivered in accordance with the Agreement so that they are ready for operation, including the assembly and installation necessary for this, or – in the case of Services – the completion of their Performance such that the Performances established in the Agreement (including complete compliance with obligations to perform to the best of one’s ability) are achieved or provided;

“**Order**”: the written order for a Performance issued by Uniper, whether it be a one-time order or orders on demand under a Framework Agreement, including the Conditions and Appendices;

“**Agreement**”: an Order that is accepted in accordance with the provision in Article 2, whether or not based on a Framework Agreement, or an offer made by the Supplier that is accepted by Uniper in the manner referred to in Article 2, including the Conditions and Appendices;

“**Party/Parties**”: Uniper and/or the Supplier, all depending on the context;

“**Performance**”: the performance to be performed by the Supplier in accordance with the Agreement, including (i) (Delivery and/or Completion of) the purchased Goods and/or (ii) the performance of Services (including (a) carrying out projects and (b) the activities that are performed by Loan Personnel as referred to under Section D of the Conditions);

“**Framework Agreement**”: an Agreement in which the Parties have agreed to terms and conditions that will apply to several Orders, including the Conditions and Appendices;

“**Safety Regulations**”: all the most recent general regulations in effect at the location that are meant to guarantee the safety of persons and property. The Safety Regulations are available via <https://benelux.uniper.energy> and, if requested, will be provided in written form free of charge. Uniper is entitled to adapt the Safety Regulations from time to time.

“**Conditions**”: the present general conditions of purchase.

1. Applicability

- 1.1 These Conditions apply to each (legal) act that is directly or indirectly connected with the realisation and/or implementation of an Agreement or Framework Agreement.

- 1.2 The Supplier’s general conditions (of delivery) do not apply between the Parties and, in so far as required, are herewith expressly rejected.
- 1.3 In the event of inconsistencies between provisions in the Agreement, any Framework Agreement that forms its basis, the Conditions or Appendices attached to the Agreement, the following order of prevalence applies:
 - a) the Agreement, whether or not ensuing from the acceptance of an Order;
 - b) the Appendices;
 - c) the Framework Agreement;
 - d) the Conditions.

2. Realisation of an Agreement

- 2.1 Agreements between Uniper and the Supplier are realised by the acceptance of the Order. An Order is, in any case, considered to have been accepted:
 - a) If the Supplier accepts the Order;
 - b) As soon as the Supplier performs the Order and/or otherwise behaves as though the Order has been accepted;
 - c) If, within three days after receiving it, the Supplier has not expressly rejected the Order or otherwise has not indicated in writing to the authorised person of Uniper that he does not accept the content of the Order;
 - d) With the written acceptance of an offer made by the Supplier by an employee of Uniper authorised to do so;
 - e) If an Order ensues from the offer made by the Supplier, then at the moment the Order is sent by Uniper.
- 2.2 If the content of the Order and the content of the order confirmation by the Supplier differ from each other, then the content of the Order shall prevail.
- 2.3 If the Supplier begins to deliver Performances without an Agreement, then he does so at the cost and risk of the Supplier.
- 2.4 In the case of a Framework Agreement, Uniper is only bound by an Agreement if the Order, including changes and additions, is sent by the person(s) at Uniper authorised to do so.

3. Deadlines

The periods and dates given in the Agreement for the Supplier to comply with the obligations ensuing from the Agreement are expiry periods and dates. If the Supplier simply exceeds a period or date, then the Supplier is in default without a notice of default being required.

4. Delivery, Completion, Ownership and Risk

- 4.1 Unless otherwise agreed, the Delivery of the Goods will occur based on DDP in accordance with the version of Incoterms in effect at the moment of the Delivery and on the address given in writing by Uniper and within the period stipulated in the Agreement in accordance with the delivery specifications contained therein, with the understanding that the risk linked to the Goods is first transferred to Uniper in accordance with the provision in Article 4.5. Uniper can refuse the Delivery at any time if the previous provision is not met.
- 4.2 The Completion should occur at the time and location indicated by Uniper.
- 4.3 Uniper is at all times entitled to change the specifications of Delivery and/or Completion. These changed specifications shall then be followed by the Supplier without Uniper owing any additional costs this may bring.
- 4.4 After the Supplier has reported that the Services for the Performance have been finished, Uniper will assess whether and, if so, when the Completion can take place. At the first request of Uniper, the Supplier will draft a completion report to be signed by both parties. Once Uniper has confirmed that Completion has occurred in writing, the Completion is final and,

in so far as this is not the case, it will be stated in the completion report what activities or deliveries of Goods should still be carried out, all of this without consequences for the agreed date of Completion.

4.5 The cost and risk attached to Goods will not be borne by Uniper until after Delivery or, if Completion is agreed to, Completion has occurred.

4.6 Without a reminder being necessary, the Supplier shall immediately owe a fine amounting to 5% (with a minimum of €200) of the price of the relevant Performance for each calendar day past the agreed date of Delivery or Completion that the Delivery or Completion of the Goods or the Completion of the Performance is not fulfilled or not fulfilled on time or not fulfilled completely. Without prejudice to this fine being owed, the Supplier remains fully obliged to comply with the Agreement and Uniper is entitled to cancel the Agreement and to claim full damages.

If the Delivery or Completion becomes permanently impossible, the aforementioned fine will be equal to 100% of the price of the Performance in question and be due in full from the Supplier immediately.

5. Conformity, Quality of the Performance, Guarantee, Sustainability

The Supplier guarantees that the Performance:

- a) is free from defects and deficiencies;
- b) meets the description and the specifications recorded in the Agreement, the Order and/or the Framework Agreement;
- c) meets all the usual (in the sector) and relevant and/or applicable European and Dutch (quality and safety) standards and all applicable legislation and regulations;
- d) corresponds with the time schedule and/or implementation schedule recorded in the Agreement;
- e) contains no manufacturing, material or design defects or other deficiencies, all of this as referred to in Article 6:186 of the Dutch Civil Code and, in so far as it is applicable, Article 7:17, paragraphs 2 up to and including 4 of the Civil Code;
- f) is suitable to be used as Uniper intends to use it;
- g) conforms to all approvals, exemptions and permits that are necessary for the Delivery, Completion, placement, putting into commission and (continued) operation;
- h) if agreed to, will be mounted, installed, put into operation and regulated in a fully correct and skilful manner;
- i) is unencumbered, is free from retention of title and free from (other) rights of third parties; and
- j) will be delivered complete, along with all components, auxiliary materials, auxiliary pieces, equipment and reserve parts.

5.2 In addition to Article 5.1, the provisions in Articles 7:17 and 7:18 of the Dutch Civil Code apply to the Agreement.

5.3 The Supplier should make available to Uniper, on time and no later than at the time of the Delivery or Completion and in accordance with the Agreement, all information, certificates, instruction books and maintenance regulations concerning the Performance that Uniper needs or could need for the proper use and/or proper operation of the Performance, free of charge and in the Dutch language.

5.4 Without charging for the costs of such, the Supplier should also give operating and maintenance instruction to the personnel of Uniper, so that Uniper personnel are able, independently, to operate and/or carry out maintenance on the Goods and/or Performance after Delivery and/or Completion. Uniper is free to use the documentation used for this, as well as the documentation referred to in article paragraph 5.4, which extends to duplicating it for its own use.

5.5 The Supplier is fully responsible for monitoring the progress made in implementing an Agreement. At the first request of Uniper, the Supplier is always required to send progress reports to it.

5.6 If no other warranty period is stated in the Agreement, a warranty period of 60 (sixty) months applies, commencing one day after the date of Delivery or one day after the date of Completion. For Goods and/or their components that do not comply with the Agreement and, as a result, must be altered or repaired or replaced, the aforementioned warranty period for the aforementioned Goods and, if it concerns a separate component, for the component concerned and its installation, shall commence anew from the moment of Delivery or Completion of the alteration or the replacement or the repair.

5.7 In emergency situations or if the Supplier, despite being sent a written reminder, fails to fulfil his obligations, Uniper has the right to remedy the deficiency in the Performance itself (or have it remedied), at the cost of the Supplier, without thus prejudicing the obligations of the Supplier. In cases in which it should be reasonably assumed that the Supplier cannot or will not fulfil, fulfil on time or fulfil properly the obligations ensuing from the Agreement, then the Supplier shall, at the first request of Uniper, outsource the implementation of the Agreement entirely or partially to third parties at his own cost and risk and the Supplier shall immediately and fully fulfil this request. None of this releases the Supplier from his obligations ensuing from the Agreement or from the other provisions in these Conditions.

5.8 The Supplier guarantees that he will be able to make further delivery of (reserve) parts for the Performance for a period of at least 10 (ten) years after the date of Delivery and/or Completion and/or, if the expected life of the Performance is longer, for up to 1 (one) year after the expected life of the Performance.

5.9 The obligations of the Supplier ensuing from this article do not impair the existence or the content of the other rights that Uniper can lay claim to by law if the Supplier fails to fulfil these obligations.

6. Guarantees with respect to Persons, Auxiliary Persons and Third Parties that have been made available

6.1 In implementing the Agreement, the Supplier is entitled to use the services of third parties, provided this is done with the prior written approval of Uniper.

6.2 Without prejudice to the applicability of legal requirements as regards auxiliary persons, the Supplier guarantees that, throughout the term of the Agreement, the personnel engaged by the Supplier (including persons who do not have an employment contract with the Supplier) that work under the responsibility of the Supplier:

- a) have mastered the Dutch and English languages in both written and spoken forms;
- b) possess all official approvals, exemptions and permits necessary to perform the agreed activities and shall, at the first request of Uniper, make (digital) copies of all documentation pertaining to this available to Uniper for inspection;
- c) possess sufficient expertise and professionalism as is necessary to (be able to) implement the Agreement in an excellent manner;
- d) will strictly observe the company regulations in effect at Uniper pertaining to safety, health and the environment. The Supplier, his personnel and third parties that he has engaged are required to strictly comply with the Uniper Safety Regulations at their own cost and risk. Personnel of the Supplier that do not (do not wish to or cannot) fully comply with the Safety Regulations, should cease their activities for Uniper at the first request of Uniper.

6.3 If a personnel member does not possess the necessary permits to perform activities, then he may not perform any activities for Uniper and the Supplier is required to appoint a replacement for him immediately. The Supplier indemnifies Uniper against damage/loss, fines and costs that arise due to actions or negligence that violate this provision.

- 6.4 The Supplier guarantees that:
- a) companies that make workers available to the Supplier directly or indirectly in order to implement the Agreement are registered in accordance with the relevant legislation; and
 - b) the Supplier will always, on his own initiative, demonstrably consult the appropriate registers to verify this. The provision in Article 6.3, last sentence, applies mutatis mutandis.
- 6.5 The Supplier is responsible for ensuring that (a) all persons that he hires to work carry valid identification on their person as soon as they perform activities for Uniper on location and (b) that they shall show this at the first request of the persons designated by Uniper.
- 6.6 Uniper can deny access to its sites to persons employed by the Supplier or engaged for the work by the Supplier against whom Uniper has well-founded objections, in which case the Supplier should replace said persons immediately, without Uniper thereby being brought into default and without Uniper owing any additional compensation as a result.
- 6.8 The Supplier indemnifies Uniper against claims of the competent social insurance administration or the Dutch Tax Administration in connection with the payment by the Supplier or his subcontractors of wage tax, national insurance premiums or social insurance premiums that are or will be owed in connection with the Performance. Uniper is at all times authorised to withhold the aforementioned wage tax and premiums from the payment owed to the Supplier and to pay them directly to the aforementioned social insurance administration and/or the Dutch Tax Administration.
- 6.9 In cases arising, the Supplier is required to deposit the thus related part of invoices from his subcontractors only into blocked accounts (*G-rekeningen*) of his subcontractors as described in Article 10 or – if it is agreed between them – to pay it directly to the relevant Social Insurance Administration or the Dutch Tax Administration. The Supplier shall ensure that the subcontractors pay their subcontractors in the same manner. The Supplier indemnifies Uniper against each claim or government levy if this requirement is not fulfilled.
- 6.10 In cases arising, Uniper is entitled at all times to pay the VAT, wage tax, national insurance premiums and social insurance premiums owed by the Supplier in connection with the activities performed for the Performance by depositing them into his blocked account (*G-rekening*) as described in Article 10.

7. Changes, Contract Variations

- 7.1 Uniper is at all times entitled to introduce changes to the specifications of the Performance, in the broadest sense of these words, when Uniper considers this to be necessary to clarify the description of the Performance. Such changes, additions and/or omissions shall be announced in writing by Uniper. They are considered to be a part of the Agreement and not to constitute extra work, unless the Supplier lodges a written objection to them within 5 (five) workdays after receiving notification.
- 7.2 If the Supplier lodges a written objection as stated under Article 7.1, then the Supplier will inform Uniper immediately and in writing about the price and delivery time for the resulting contract variations, for which the Supplier is obliged to apply only reasonable changes in the price and delivery time.
- 7.3 If these consequences for the price and/or delivery time are unreasonable in the view of Uniper, then Uniper has the right to cancel the Agreement without being obliged to pay any damages.
- 7.4 Extra work will not be performed and invoiced by the Supplier before having received written instruction from Uniper. Without

the express written consent of Uniper, the Supplier is not entitled to deviate from the agreed prices.

- 7.5 Uniper is entitled to pay the payment for the extra work in an additional payment on the last instalment and/or to set it off against any reduction of work. Uniper may settle the reduced amount of work by withholding a sum from the very next (partial) payment of the agreed price.

8. Tools

- 8.1 The Supplier should notify Uniper in writing about all data and documents that the Supplier thinks he needs to correctly implement the Agreement in a timely fashion, but certainly no later than when entering into the Agreement. If he fails to do so, Uniper cannot be said to have not made the necessary data and documents available, or to have not made them available on time or to have not made them available fully and the Supplier cannot use these grounds to justify his failure to provide Delivery and/or Completion, or his failure to provide Delivery and/or Completion on time or his failure to provide Delivery and/or Completion in full.
- 8.2 Materials, drawings, models, instructions, specifications and other tools made available by Uniper or purchased or manufactured by the Supplier at the cost of Uniper shall remain the property of Uniper and/or shall become the property of Uniper at the moment of purchase or manufacture by the Supplier.
- 8.3 The Supplier is required to mark the tools referred to in the previous paragraph as the recognisable property of Uniper (in accordance with an inventory list to be made available by the Supplier to Uniper), to maintain them in good condition and to insure them at his own cost against all risks as long as the Supplier has these tools in his possession.
- 8.4 At the first request of Uniper, tools shall be presented and/or made available to Uniper for approval, but in any case this shall be done no later than at the Delivery and/or Completion to which the tools relate.
- 8.5 Changing or departing from the tools made available to or approved by Uniper is only permitted after receiving the prior written approval of Uniper.
- 8.6 The Suppliers shall not use the tools (nor allow them to be used) for or in connection with any other purpose than the Performance.

9. Prices

- 9.1 The prices are stated in euros and exclude VAT, but include all the costs of insurances, and duties and taxes to be levied by any government and are fixed for the duration of the Agreement and/or Framework Agreement. The price or prices stated in the Agreement (unit prices/hourly rates) encompass(es) all costs incurred by the Supplier or third parties in connection with carrying out the Performance, including risk premium, profit, transport costs, administration costs and packaging costs.

10. Payment

- 10.1 Uniper shall pay an invoice or invoices related to a Performance delivered on whichever of the following dates comes last (a) 60 days after receiving the invoice or (b) 60 days after Delivery or Completion of the Performance in question. An invoice is only payable if it is properly itemised in accordance with the relevant specifications in the Agreement.
- 10.2 Uniper is entitled to set off amounts owed to the Supplier with any agreed discounts, fines and/or other claims that Uniper or one of the companies affiliated with it has on the Supplier or on companies affiliated with the Supplier, irrespective of whether these claims are payable on demand and/or can be ascertained (judicially) in a simple manner. The Supplier may not appeal to a set-off and/or to a suspension of payment or of the Performance.

- 10.3 Payment by Uniper in no way constitutes a waiving of a right. If, within a reasonable period after payment is made, Uniper entirely or partially rejects the Performance, then the Supplier shall refund the payments made to him for the rejected Performance to Uniper within 2 (two) weeks after receiving a written notification of this rejection.
- 10.4 If the invoice does not show an itemisation or shows an incompletely documented itemisation of the (total wage and salary bill of) Performances pertaining to the hiring in or hiring out of personnel, on the one hand, and other Performances such as the delivery of Goods, on the other, as well as the VAT, then Uniper is in any case entitled to pay, at its own discretion, a reasonably determined percentage of the invoice amount:
- by transferring it to the blocked account (*G-rekening*) of the Supplier, for which the Supplier is required to have concluded a fully legal *G-rekening* agreement, and if there is no such account, Uniper is entitled to suspend its payments; and/or
 - by paying it directly to the organisation that is authorised to collect turnover tax, wage tax and/or social insurance premiums.

11. Confidentiality

- 11.1 The Supplier shall sufficiently securely store and keep confidential the existence, the nature and the content of the Agreement and/or Framework Agreement, as well as other verbal and written information, in whatever form, that is provided to him in the context of the Agreement by or on behalf of Uniper or which the Supplier comes to know and, without written permission from Uniper, the Supplier shall not make anything concerning these matters public or provide them to third parties (who are not his employees or hired-in workers of equal stature). The Supplier shall impose a confidentiality requirement equal to the aforementioned one on personnel he brings in and on hired-in workers of equal stature and will guarantee to Uniper that they will observe the aforementioned confidentiality requirement. This confidentiality requirement shall continue for 36 months after the Agreement has ended for whatever reason.
- 11.2 If the Supplier violates his confidentiality requirement, he shall forfeit to Uniper a fine of € 25,000, payable on demand, without requiring any notice of default and without prejudice to the right of Uniper to recover the actual damage that it has suffered as a result from the Supplier.

12. Transfer of Rights and Obligations

- 12.1 Uniper is entitled to transfer the rights and obligations ensuing from the Agreement, freely and without necessitating prior permission from the Supplier, to the companies affiliated with it.
- 12.2 The Supplier is not entitled to transfer the rights and obligations that ensue for him from the Agreement entirely or partially to third parties nor to establish a limited right to them in the sense of Article 3:8 of the Dutch Civil Code.

13. Liability and Indemnity

- 13.1 In addition to its legal and contractual liabilities, the Supplier indemnifies Uniper, including its personnel and (hired-in) workers, against all financial consequences of the claims of third parties that have any connection with the carrying out of his obligations that ensue from the Agreement. If Uniper suffers a loss as a result of the claims of third parties, then the Supplier shall fully compensate the loss assessed by Uniper at the first request, barring evidence to the contrary from the Supplier with respect to the size of the loss.
- 13.2 Uniper is never liable for loss suffered by the Supplier in connection with the implementation of the Agreement. Should it be established in court that Uniper is nonetheless obliged to pay

compensation for any loss, regardless of the reason, then Uniper's total requirement to pay compensation for losses during the entire term of the Agreement to which the loss is connected is limited to paying compensation of financial loss up to a maximum of 50% of the value of the Agreement in question.

14. Insurance

- 14.1 The Supplier is required to take out a sufficient, efficient liability insurance policy to cover the risks and losses that are connected with the implementation of the Agreement. This insurance should, at a minimum and without additional restrictions, cover an insured amount of €2,500,000 per loss, unless Uniper, in connection with the Supplier's obligations ensuing from this and connected Agreement(s), considers a higher insured amount to be necessary and Uniper has notified the Supplier in writing about this amount, for which higher amount the Supplier is then required to take out sufficient insurance. If the Supplier provides consultancy services, provides measurement or design advice or performs engineering activities, then the Supplier is required to take out sufficient and effective professional liability insurance with a reputable insurance company.
- 14.2 At the first request of Uniper, the Supplier shall immediately present a certified copy of his insurance policy/policies and evidence that he has paid the premiums for the insurances listed in the policy/policies. The Supplier shall inform Uniper immediately about all significant changes in the insurance policies. The Supplier should provide this information to Uniper in writing no later than 30 days prior to the change in and/or cancellation of the policy in question.
- 14.3 If, in connection with any future liability towards Uniper, the Supplier can lay claim to a pay-out by virtue of an insurance contract, then the Supplier should ensure that this pay-out is made directly to Uniper or its insurance company before the start of (his activities in connection with) the Performance. Towards this end, Uniper can demand that:
- The Supplier concludes the insurance contract for the benefit of Uniper;
 - The Supplier transfers any claim to Uniper or its insurance company; whichever option Uniper chooses. The Supplier hereby grants Uniper irrevocable authority to make sure that a payment of claims is made directly to Uniper or its insurance company.
- 14.4 Any payment made to Uniper by virtue of an insurance contract concluded by the Supplier does not impair Uniper's claims for compensation for losses on the Supplier, in so far as they exceed the pay-out.
- 14.5 Should loss or damage occur, the Supplier is required to inform Uniper directly about this within 24 hours after the incident involving loss or damage occurs. The Supplier shall cooperate fully and, if necessary, shall provide all access to Uniper to settle claims.

15. Force Majeure

- 15.1 If, due to force majeure, the Supplier is persistently unable to fulfil his obligations, then Uniper is only required to pay for the Performance delivered up to that moment, unless the partial performance does not reasonably provide Uniper a benefit, in which case Uniper is not required to make any payment. Force majeure is defined solely as a disaster originating from the outside, such as natural disasters, mobilisation and/or (civil) war, in so far as the consequences of these things for the Supplier could not reasonably have been avoided. In any case, not considered to be force majeure are: improper access to or overloading of computer systems and networks, a shortage of personnel, economic circumstances, the illness of personnel, strikes, overdue delivery for shipment or the unsuitability of materials, transport problems and shortcomings on the part of third parties or suppliers engaged by the Supplier, irrespective of whether these shortcomings are imputable.
- 15.2 The Supplier should inform Uniper in writing immediately about a situation involving force majeure or about the threat of a situation involving force majeure, and thereby state the measures he has taken and plans to take. The Supplier shall also keep Uniper regularly informed, at least once a workweek, about the expected duration of the situation involving force majeure and about the progress of the measures. If the Supplier does not comply with the provision in this paragraph, then he is not entitled to invoke force majeure to Uniper.
- 15.3 If, for a period of 10 calendar days, the Supplier is not able to fulfil his obligations ensuing from the Agreement due to force majeure or as soon as it becomes reasonably clear that the force majeure period will persist for at least 10 calendar days, then Uniper has the right to terminate the Agreement, extrajudicially and effectively immediately, without thus giving the Supplier any right to compensation for damage/loss and/or additional payment from Uniper.

16. Intellectual Property Rights

- 16.1 If and in so far as intellectual property rights of the Supplier rest on the Performance, the Supplier herewith grants Uniper, free of charge, a worldwide and perpetual usufruct with respect to the property rights referred to, including the right to grant one or more sub-licences.
- 16.2 The Supplier hereby transfers to Uniper, free and unencumbered, all intellectual property rights that directly or indirectly come into existence from the development and/or delivery of the Performance, which transfer is considered to have been accepted by Uniper, now for then, immediately after the inception of these rights. To the extent necessary, the Supplier herewith grants Uniper the irrevocable authority to perform all (legal) actions in the Supplier's name that are necessary to transfer the aforementioned intellectual property rights. To the extent required, Uniper then grants the Supplier a usufruct for the property rights thus transferred to it only for the purpose of delivering the Performance. The Supplier waives any personality rights as referred to in Article 25 of the Copyright Act (*Auteurswet*). If the rightful claimant to the personality rights is someone other than the Supplier, then the Supplier will guarantee that this producer will waive his personality rights.
- 16.3 The Supplier guarantees that neither the Performance nor the use of the documentation related to it infringe on any intellectual property right of third parties. The Supplier indemnifies Uniper for all costs that ensue from a claim of infringement or any infringement itself, including but not limited to damages, fines, judicial and extrajudicial costs and the costs of legal assistance. In the event of an infringement, the Supplier shall:
- a) tend to the actual defence of Uniper in and out of court, unless Uniper decides otherwise;

- b) guarantee that the business activities of Uniper will not be interrupted or disrupted, or else the Supplier shall indemnify Uniper for all costs and/or damages if this nonetheless occurs.

- 16.4 The Supplier is forbidden to use the Uniper brand in image, logo or in writing without the prior written permission of Uniper. If Uniper withdraws earlier granted permission, the Supplier shall remove these manifestations of the brand within 2 (two) weeks from the various bearers.

17. Termination by Cancellation or Dissolution

- 17.1 Uniper is at all times authorised to cancel an Agreement prematurely, in part or in full, on a date to be determined by Uniper. Immediately after receiving the written cancellation, the Supplier shall cease implementing the Agreement, unless Uniper indicates otherwise in writing. In the event of such a cancellation, Uniper is only required to compensate those costs that are directly connected with the status of the activities being performed. The compensation referred to shall never be higher than the amount that Uniper would have owed the Supplier had the cancelled Agreement been fulfilled as normal over a period of no more than two months following the date of cancellation.
- 17.2 The Supplier is deemed to be directly in default, without requiring prior notice of default, in the event of (an application for) his bankruptcy or suspension of payment and in the event of a (partial) cessation of operations, liquidation or takeover or any comparable situation for the company of the Supplier. In the aforementioned cases, Uniper has the right to terminate the Agreement, effective immediately, by means of extrajudicial dissolution and/or cancellation, at the discretion of Uniper and without Uniper being required to pay any compensation (for damages) in the matter.
- 17.3 All claims that Uniper has on the Supplier or that come to exist from that time until the moment the Agreement ends shall be payable immediately and in full.
- 17.4 At the termination of the Agreement, for whatever reason, the Supplier shall return all documents and materials of Uniper that he possesses to Uniper within 30 (thirty) days at his own cost. If he violates this obligation, the Supplier shall owe Uniper a fine, payable on demand, of €5,000, as well as a fine of €1,000, payable on demand, for each day that this violation continues, without prejudice to the right of Uniper to compensation of the financial loss to the extent that it exceeds the fine.
- 17.5 At the end/termination of an Agreement, for whatever reason, the Supplier shall always cooperate, free of charge, with a smooth transfer of activities, tools and materials, including the most recent versions of data and data files that were created in connection with the implementation of the Agreement, to Uniper and/or a third supplier designated by Uniper.

18. Change in Conditions

Uniper is entitled at all times to unilaterally change these Conditions, which change shall take effect after the expiry of a period of 30 (thirty) workdays following notification of the intended change on the website of Uniper or earlier by means of a written notification of the change sent to the Supplier. If the Supplier does not wish to accept a change to these conditions, he can cancel the Agreement up to the date on which the new conditions take effect by means of a written notification sent to Uniper by this date, but only if and in so far as the change is so substantive, in light of the Agreement, that a cancellation is justified. If Uniper then informs the Supplier in writing that it is relinquishing the change in the Conditions in question, then the cancellation of the Supplier will be considered to have been rescinded, or at least this cancellation otherwise is deemed void.

19. Creditworthiness of the Supplier

If asked to do so at any time before and during the term of the Agreement, the Supplier shall provide Uniper with the necessary information concerning its creditworthiness. If, as a result, there is reasonable doubt as to the Supplier's timely and correct compliance with his obligations ensuing from the Agreement and/or if the Supplier fails to comply with them on time or properly, then Uniper is entitled to demand (additional) securities and the Supplier should, at the first request of and on approval by Uniper, provide the requested securities immediately. A violation of this requirement by the Supplier gives Uniper the right to unilaterally terminate the Agreement in full or in part, without requiring a notice of default and without judicial intervention, and without prejudice to the right of Uniper to damages.

20. Safety and the Environment

- 20.1 The Supplier, his employees and third parties brought in by the Supplier shall strictly observe both the legal regulations in effect and the regulations maintained by Uniper with respect to the environment, health and safety. At the first request of Uniper and to its satisfaction, the Supplier shall demonstrate the aforementioned compliance, sufficiently substantiated, without prejudice to the responsibility of the Supplier to comply.
- 20.2 Without prejudice to any specific agreements in this regard, the Supplier shall strive demonstrably to carry out the Performance, Delivery, Completion, packaging and transport in the most environmentally friendly manner possible.
- 20.3 Without prejudice to other notifications, either as a part of the Agreement or not, the Supplier shall inform Uniper separately about any negative effects of the Supplier's implementation of the Agreement on the environment, in the broadest sense of these words, but with particular attention for emissions and efflux.
- 20.4 The Supplier is not entitled to store more material on the location than is necessary for the immediate implementation of the Agreement. The goods stored on the location by the Supplier and/or third parties are stored at the cost and risk of the Supplier. The Supplier shall clear away all the refuse, waste, surplus materials and substances every day. If it is agreed that Uniper will make receptacles available, the Supplier shall daily deposit the refuse, waste and surplus material and substances in the receptacles meant for the purpose.

21. Legislation and Regulations, Compliance

- 21.1 The Supplier guarantees that he acts in compliance with all applicable (inter)national legislation and regulations, standards, norms, directives and codes in connection with the implementation of the Agreement, including but not limited to the applicable legislation and regulations governing the environment, workers and international trade, such as embargos, import and export restrictions and sanction lists.
- 21.2 Uniper attaches considerable importance to social responsibility as a part of its business activities. For this reason, Uniper participates in the "United Nations Global Compact" initiative. Uniper also endorses the Universal Declaration of Human Rights of the United Nations and the Fundamental Convention of the International Labour Organization (ILO). These regulations can be made available via <https://benelux.uniper.energy>. The Supplier is required to comply with all of these regulations.
- 21.2 On his own initiative, the Supplier shall ascertain whether his business partners and employees are named on the list of persons, legal entities, groups and organisations on the lists belonging to applicable national, community and international anti-corruption and anti-terrorism legislation and regulations.

The Supplier shall forgo entering into transactions with persons, legal entities, groups and organisations whose name and identity appears on the aforementioned lists.

- 21.3 Without prejudice to specific audit provisions in these Conditions, Uniper and/or a third party hired in by Uniper at its own discretion is at all times entitled, at any location, to conduct an inspection of the policy and all applicable processes and facilities in the area of compliance. In this case, compliance is defined as the Supplier complying with the regulations given by Uniper, legislation and regulations, as well as relevant guidelines, policy rules and instructions from authorised (government) bodies and trade organisations.

22. Personal Data Protection

- 22.1 If and in so far as the Supplier processes personal data in the context of implementing the Agreement in the sense referred to in the current legislation and regulations regarding personal data protection ('Personal Data') – in the context of which Uniper is designated as the 'Responsible Party' by virtue of the legislation in question – then the Supplier qualifies as the 'Processor' in regard to this processing.
- 22.2 The Supplier guarantees that he:
- uses the Personal Data only for the purpose of the Agreement;
 - does not save the Personal Data for longer than is necessary to serve this purpose; and
 - demonstrably takes all sufficient technical and organisational measures that are necessary to ensure a suitable protection of the Personal Data against loss, or illegal processing, unnecessary and/or further processing.
- 22.3 The Supplier shall report to Uniper immediately, but in any case within 4 hours after he discovers it himself, concerning each (suspected) infringement of technical and/or organisational protection measures for Personal Data that he is processing or is having processed in the context of this Agreement.
- 22.4 Without the explicit written permission of the Responsible Party, the Supplier shall not transfer (or have transferred) any Personal Data outside the Netherlands. Uniper is entitled to attach conditions to its permission.
- 22.5 At the first request of Uniper, the Supplier shall conclude a data processing agreement as referred to in the law governing personal data protection.

23. IT-security and/or Information Security

- 23.1 The Supplier guarantees that he:
- has taken state-of-the-art and sufficient technical and organisational measures to secure his computer and network(s), if and in so far as they are used to implement the Agreement, as well as the Goods and Services, against activities through which the confidentiality, integrity and/or the availability of data, computers or networks are compromised ("Security Incidents");
 - in addition to the aforementioned measures, has implemented in his organisation suitable processes and procedures in order to monitor and control the risks with regard to Security Incidents; and
 - continually monitors and keeps up to date the aforementioned measures, processes and procedures.
- 23.2 The Supplier regularly reports on the effectiveness of the measures referred to in the previous article paragraph and shall continually inform Uniper on time about planned changes in the measures. At the first request of Uniper, the Supplier shall also allow an inspection of the aforementioned measures, processes and procedures and, if asked, shall cooperate, free of charge, with a security audit conducted by or on behalf of Uniper. Uniper shall request a security audit only after a series of

Security Incidents, or if there is a reasonable suspicion that there are Security Incidents that could have adverse consequences for its own operations.

- 23.3 The Supplier shall inform Uniper immediately, but in any case within 4 hours after he has discovered it himself, concerning each (suspected) Security Incident.

24. Applicable Law and Jurisdiction Clause

- 24.1 The relationship between the parties shall be governed by Dutch Law.
- 24.2 Disputes that may arise between Uniper and the Supplier shall be resolved, as much as possible, through close consultation. If the parties do not come to a solution, then the Parties are authorised to bring a dispute before the competent court in Rotterdam.
- 24.3 The applicability of the Vienna Convention of 1980 (CISG, or changes or additions thereto) is excluded.

25. Concluding Provisions

- 25.1 These Conditions take effect on 1 January 2018.
- 25.2 The omission of Uniper to exercise or enforce any right by virtue of the Agreement shall not be considered to be a waiver of that right, unless otherwise is expressly agreed.
- 25.3 Translations of these Conditions serve informational purposes only. The text of the Dutch version of these Conditions is decisive for its interpretation.

(A) Supplementary Conditions of Purchase of Uniper concerning the Purchase of Goods

A0. Applicability

These supplementary conditions apply to every Agreement governing the purchase of Goods. In the event of discrepancies between the provisions in these supplementary conditions and provisions in Articles 1 up to and including 25 of the Conditions, the provisions in these supplementary conditions shall prevail.

A1. Delivery of Goods and Transfer of Title

- A1.1 Uniper obtains ownership of the Goods and all components belonging to the Goods at the moment of Delivery of the Goods. Inasmuch as the law requires, the Supplier shall have a deed drafted to confirm the transfer of title and otherwise fulfil the formalities necessary for the transfer of title. The Supplier herewith grants Uniper an irrevocable authority to sign the aforementioned deed on behalf of the Supplier. In this case, the Supplier should store, secure, conserve and sufficiently insure and keep insured the Goods for Uniper up until the execution of the deed.
- A1.2 At its first request, the Supplier shall enable Uniper to enter the sites and/or buildings so that Uniper can confirm the Supplier's compliance with his obligations and so that Uniper can remove (or have removed) the Goods if Uniper considers that advisable.
- A1.3 The definition of the term 'Delivery of the Goods' includes the delivery of all tools as referred to in Article 8 and all corresponding documentation, such as drawings, quality certificates, inspection certificates and certificates of guarantee. The definition of Delivery also includes each partial delivery of Goods.
- A1.4 If the Goods go missing before the full Delivery takes place in accordance with the Agreement, then the Supplier is obliged

to deliver replacement Goods without Uniper owing any costs or damages.

- A1.5 If the Agreement does not contain a period or date of Delivery, then a reasonable period of implementation shall apply that will amount to no more than 30 (thirty) workdays, commencing from the moment that the Agreement is concluded.
- A1.6 If, for whatever reason, Uniper is not able to take delivery of Goods that are ready for Delivery at the agreed time, then, until the time that Uniper is able to receive delivery of the Goods, the Supplier shall:
- mark the Goods recognisably as the property of Uniper;
 - thus separately keep them in his possession and protect them,
 - take all measures that are necessary to prevent a decrease in their quality.
- The Supplier is entitled to a reasonable payment to be determined in consultation.
- A1.7 Except in so far as otherwise is expressly agreed in writing, the Supplier is not entitled to deliver in instalments.
- A1.8 As soon as the Supplier knows or can reasonably be expected to know that the full Delivery of the Goods cannot take place, cannot take place within the agreed delivery period or date, or cannot take place properly, then the Supplier is required to inform Uniper of this immediately in writing, thereby providing specific reasons for this. Without prejudice to the rights to which Uniper is entitled, the parties shall in such a case immediately discuss whether and, if so, in what way the situation that has arisen can still be organised to the satisfaction of Uniper.
- A1.9 If the Goods to be delivered contain substances that are or could be dangerous for humans and/or the environment, then the Supplier should make the necessary information about the composition and characteristics of these substances available to Uniper and to ensure that there is sound and, in all cases, safe packaging. If the Goods to be delivered contain fibrous materials (for the applicability of this article, this includes asbestos), then the prior written approval of Uniper is required to deliver such Goods. Uniper is entitled to attach conditions to its approval.
- A1.10 In so far as a Completion pertains to Goods as well, the previous provisions fully apply to the Completion.
- ### A2. Packaging and Shipment
- A2.1 The Goods should be packaged soundly and securely and should be marked in accordance with the regulations of Uniper so that, using normal transport, they reach their destination in good condition.
- A2.2 The Supplier is liable for damage caused by unsound or insecure packaging. All packaging (except for returnable packaging) becomes the property of Uniper on delivery. Returnable packaging should be clearly marked as such by the Supplier.
- A2.3 Returnable packaging shall be shipped back at the cost and risk of the Supplier to a destination that he provides. The Supplier should take waste material and packaging material with him after the Delivery and/or Completion at his own cost.
- A2.4 Uniper always has the right to return the (transport) packaging materials to the Supplier at the Supplier's cost. Processing or destroying (transport) packaging materials is the responsibility of the Supplier. If, at the request of the Supplier, packaging materials are processed or destroyed, this is done at the cost and risk of the Supplier.

A2.5 If (transport) packaging materials contain fibrous materials (for the applicability of this article, this includes asbestos), then the (transport) packaging materials with processed fibrous materials should have the prior written approval of Uniper. Approval can only be obtained after a complete, written specification of such fibrous material is provided to Uniper and it appears from this specification that the products do not contain any fibrous materials as stipulated in categories I and II of the chapter concerning regulations for working with carcinogenic substances and processes of the current Working Conditions Decree (*Arbeidsomstandighedenbesluit*). The aforementioned specification shall therefore contain at least the chemical composition and the physical and mechanical characteristics. The specification should be such that it allows not only the technical suitability of such fibrous material in relation to its use to be assessed, but also the environmental and health risks involved. Uniper is entitled to attach conditions to its approval.

A3. Inspection and Acceptance

A3.1 Prior to the Delivery or Completion and during or after the Delivery or Completion, Uniper is entitled to inspect, verify and/or test the Goods or have them inspected, verified and/or tested by persons designated by Uniper or by agencies according to a testing protocol provided or approved by Uniper. The Supplier shall grant Uniper access to the locations where the Goods are labelled, produced and/or stored, shall cooperate with the desired inspections, verifications and tests, and shall provide the necessary documentation and information at its own cost.

A3.2 When, on making an initial general observation, Uniper assesses that the Goods meet the Agreement and Uniper accepts possession of the Goods, then Delivery has taken place. The Delivery does not release the Supplier from any liability or from other obligations, including the obligation to comply.

A3.3 If during inspection, verification and/or testing prior to, during or after the Delivery or Completion, the Goods are entirely or partially rejected, Uniper shall report this (have it reported) to the Supplier immediately.

A3.4 Should the Goods be rejected during or after the Delivery or Completion, the title to the Goods shall be deemed not to have been transferred to Uniper and the ownership and the risk shall be considered to have remained with the Supplier, and Uniper to have kept the Goods in safekeeping for him.

A3.5 (Further) examination, verification, inspection and/or testing as referred to in this article or the omission to do so cannot be regarded as proof of Delivery or Completion, taking possession, acceptance or the transfer of risk and it leaves all rights and claims of Uniper unimpaired.

A3.6 The costs of the (further) inspection, (further) verification and/or (further) testing shall be borne by the Supplier.

(B) Supplementary Conditions of Purchase of Uniper concerning the Purchase of Services

B0. Applicability

These supplementary conditions apply to each Agreement entered into by Uniper with respect to the performance of Services. In the event of discrepancies between the provisions in these supplementary conditions and the provisions in Articles 1 up to and including 25 of the

Conditions, the provisions in these supplementary conditions shall prevail.

B1. Commission

B1.1 Services are performed on the basis of a 'commission' (contract) in the sense of Chapter 1, Title 7, Book 7 of the Dutch Civil Code, which provisions apply to the Agreement, unless stated otherwise in the Agreement or the Conditions. In any case, the parties exclude the applicability of Articles 7:402, paragraph 2; 7:406; 7: 408, paragraph 2 and 7:411 of the Civil Code.

B1.2 The Supplier indemnifies Uniper with respect to any 'employee claims' lodged against Uniper – in the broadest sense of the word – in the context of (the performance of) Services by natural persons called in by the Supplier.

B2. Performance of Services and Completion

B2.1 The Supplier shall perform the Services within the period established in the Agreement and at the agreed location and, should the case arise, comply with the reasonable (work) instructions of Uniper.

B2.2 At the first request, the Supplier shall always give Uniper the opportunity to inspect and verify the (progress of the) Services (or have them inspected and verified).

B2.3 Actual performance of the Services by the Supplier and/or the actions linked to them (such as the signing of time sheets) does not in itself constitute approval of the Services by Uniper. Uniper always reserves the right to inspect and verify the Services after they have actually been performed and potentially to reject the Services or otherwise, if the case arises, to invoke its rights ensuing from the Agreement.

B3. Remuneration and Payment

B3.1 The remuneration for the Services, as mentioned in the Agreement, is *all-included*, which means that it encompasses all direct and/or indirect costs, e.g. travel and accommodation expenses and (import) levies/taxes that are incurred by the Supplier in connection with the Services. The remuneration always excludes VAT.

B3.2 In addition to the provision in Article 10, Uniper is only required to pay amounts invoiced by the Supplier:

- if the invoice is properly itemised, which is to say it states at least the nature, time and amount of the Services performed,
- and after the services performed have been inspected and/or verified and Uniper has established that the Services have been performed to its satisfaction.

(C) Supplementary Conditions of Purchase of Uniper concerning the Contracting of Work and Projects

C1. Applicability

C1.1 These conditions additionally apply to each Agreement entered into by Uniper concerning the contracting of work as referred to in Article 7:750 of the Dutch Civil Code, as well as to the execution of prior-defined projects in which a Completion is involved. In the case of discrepancies between the provisions in these supplementary conditions and provisions in Articles 1 up to and including 25 of the Conditions, the provisions in these supplementary conditions shall prevail.

C1.2 These conditions additionally apply to each Agreement entered into by Uniper concerning the contracting of work as referred to in Article 7:750 of the Dutch Civil Code, as well as

to the execution of prior-defined projects in which a Completion is involved. In the case of discrepancies between the provisions in these supplementary conditions and provisions in Articles 1 up to and including 25 of the Conditions, the provisions in these supplementary conditions shall prevail.

C2. UAV - 2012

The Uniform Administrative Conditions (*Uniforme Administratieve Voorwaarden*) for construction projects and technical installation projects for 2012 (UAV- 2012) or comparable conditions apply only if and in so far as the Agreement expressly refers to them.

C3. Subcontractors

- C3.1 The Supplier should obtain the prior written approval of Uniper for subcontractors he plans to hire in to work on the Performance.
- C3.2 Uniper is always authorised to withdraw its approval with regard to subcontractors if it thinks that they are unable to perform the work or a part of the work in accordance with the provisions in the Agreement.
- C3.3 The aforementioned approval and authority to withdraw this approval does not impair the liability of the Supplier for proper compliance with the Agreement.
- C3.4 The Supplier should sufficiently inform himself of the circumstances on the site or in the building on which/in which the activities are being performed and should ensure that his subcontractors are informed about these circumstances on time.

C4. Management and Oversight

The Supplier indemnifies Uniper against any employee claims, in the broadest sense of the word, that are lodged against Uniper by or on behalf of personnel that are called in by the Supplier in the context of (implementing) the Agreement. If Uniper invokes its rights as referred to in Article 10.4, this does not impair the indemnification referred to in Article C.4.

C5. Facilities of Uniper

- C5.1 Prior to the commencement of the activities, the Supplier should hold consultation to ascertain the extent to which his personnel are allowed to use storage areas, workplaces, bathrooms, washrooms and dressing rooms, toilets, as well as a canteen of Uniper and, if this is possible, he should obtain written permission from Uniper for this. If the Supplier must himself provide the necessary building and storage sheds, then Uniper shall decide where they should be erected.
- C5.2 Every use by the Supplier or by third parties he hires in or by third parties who have permission from the Supplier of scaffolding, tools, lifting devices, etc., whether or not they or he owns them, is done under the responsibility and at the risk of the Supplier.

C6. Management by Third Party/Parties

Uniper is always authorised, if circumstances give it good reason to do so, to give a third party the responsibility of managing the work. Calling in this third party shall occur in consultation with the Supplier and does not impair the liability of the Supplier for proper compliance with the Agreement.

C7. Collaboration with Third Parties

Uniper is continually entitled to instruct third parties to perform activities on or in close proximity to the place at which the

Supplier is performing his activities. The Supplier is required to grant access to the site to the aforementioned third parties. If the Supplier must collaborate with third parties, Uniper shall coordinate the activities so that there are as few impediments for those involved as possible. The performance of activities that could impede third parties should be discussed with Uniper in advance. The coordination by Uniper in no way releases the Supplier from his compliance obligation(s).

C8. Obligations of the Supplier

In addition to the provision given in Article 13, the Supplier indemnifies Uniper from all financial consequences that have any connection with the violation of Article 7:754 and Article 7:760 of the Dutch Civil Code.

C9. CAR-insurance of the Supplier

In addition to the provision given in Article 14, the work, the Performance and/or the implementation of the Agreement should be insured and remain insured under the (continuous) Contractors' All-Risk Insurance Policy (CAR-insurance) of the Supplier. Before the implementation of the Agreement commences, the Supplier shall provide Uniper with a (relevant extract of a) copy of the insurance/policy in question. The Supplier shall inform Uniper on time about every planned change in the CAR-insurance that could have an adverse effect on Uniper.

C10. Cables and Pipes

- C10.1 Before the implementation of the Agreement commences, the Supplier should inform himself of all relevant facts and circumstances – including the location of cables and pipes – on the site and/or in the buildings where work shall be carried out.
- C10.2 At his own cost and risk and in consultation with both the competent administrative bodies and the operators and licence holders of the cables and pipes, the Supplier shall take all measures – including moving cables and pipes and obtaining the required public-law and private-law cooperation and approval(s) – that are necessary to carry out the work uninterrupted. The Supplier shall ensure that the necessary reports are made on time to the Cable and Pipes Information Centre (*Kabel- en Leidings informatie Centrum* or KLIC) in the region where the work is being carried out.

C11. Information, Drawings and Other Data

- C11.1 Designs, drawings, models, specifications, instructions, regulations and suchlike that are made available by Uniper to the Supplier for the implementation of the Agreement are a part of the Agreement.

The Supplier should submit the drawings he is to provide concerning the set-up and important components of the Performance at the agreed time to Uniper for its approval or, in any case, in time enough to allow for any changes considered necessary to be made without extending the delivery time. Approval of the drawings, as well as the omission of any comments about them, leaves intact the responsibility of the Supplier to ensure proper compliance with the Agreement. The Supplier should also provide all drawings and other data that, in the view of Uniper, could be useful for the Supplier or for third parties involved in the project, or that are necessary for the technical assessment, for applying for permits or for the projection of corresponding installations.

- C11.3 At least seven workdays before the start of his activities, the Supplier shall provide an exhaustive written list of what relevant information and/or data (other than what has been mentioned previously) that the Supplier wishes to receive from Uniper with respect to the implementation of the Agreement.

- C11.4 If the Supplier – for whatever reason – fails to comply with the provisions in the aforementioned paragraphs of this article, he will in any case not be able to lodge an appeal and/or put forward a defence based on Uniper violating any obligation to provide information.
- C11.5 The Supplier shall provide, on time and in triplicate or in a larger number if requested, the data concerning the Performance that Uniper considers necessary for an optimal operation and an optimal maintenance of the Performance.
- C11.6 Two months for the start of the acceptance procedure for the Completion, all user's and maintenance instructions must be in Uniper's possession in triplicate and written in the Dutch language.
- C11.7 Uniper is entitled to give (work) instructions that should be followed by the Supplier.

C12. The Contract Price

- C12.1 The contract price given in the Agreement is *all-included* and therefore encompasses all direct and/or indirect costs, such as travel and accommodation expenses, that are incurred by the Supplier in connection with the Performance and/or the materials. The contract price always excludes VAT.
- C12.2 The contract price is fixed, unless the Agreement mentions the circumstances that could lead to an adjustment of the contract price and determines the manner in which the adjustment and/or settlement of contract variations is done.
- C12.3 The change referred to in C12.2 could not be followed through and/or Uniper need not pay the change unless Uniper has given its written approval of the change referred to.

(D) Supplementary Conditions of Purchase of Uniper concerning the Hiring In of Personnel

D1. Applicability

These conditions additionally apply to each Agreement entered into by Uniper with respect to employees (referred to hereinafter as "loan personnel") being made available by the Supplier (as the "lender") to Uniper (as the "borrower") to work under the supervision or management of Uniper, while the employment relationship between the lent employee and his employer is maintained. In places in the Conditions where employees or auxiliary persons are named, this should be understood to include loan personnel. In cases of a discrepancy between the provisions in these supplementary conditions and the provisions in Articles 1 up to and including 25 of the Conditions, the provisions in these supplementary conditions shall prevail.

D2. Own Employees / Lending of Third-party Personnel

The Supplier shall only lend his own employees to Uniper. An employment relationship should exist between these employees and the Supplier. Without the written permission of Uniper, the Supplier is not permitted to hire in personnel from third parties and then to lend these personnel on to Uniper.

D3. Documents

- D3.1 Before the start of the activities, the Supplier shall make the following documents available to Uniper:
- copy of an extract from the trade registry of the Chamber of Commerce that is not older than 1 year;
 - a statement, not older than three months, issued by the Dutch Tax Administration and by the Industrial Association for Social Insurance concerning his payment history with respect to the payment of national insurance premiums, wage tax and social insurance premiums for those employees of his that have been made available;
 - a copy of a fully legal blocked account (*G-rekening*) agreement;
 - a copy of the policy for the company's liability insurance.
- D3.2 At the request of Uniper, the Supplier shall make available a random sample of the salary payments and expense allowances for the employees that he lent out in order to verify the correct calculation of costs in compliance with the law and regulations concerning personal data.

D4. Personal Data of Loan Personnel

In a timely fashion, before loan personnel are made available, the Supplier is required to issue a statement containing the following personal data: name, first initials, address, city of residence, date of birth, city of birth, date employment began with Supplier, Citizen Service Number (BSN number) and nationality.

Furthermore, for all Loan Personnel made available to Uniper, the Supplier should submit:

- recent curriculum vitae that verifies the competence of the employee to perform the activities;
- copy of relevant diplomas earned, and training, courses and tests taken;
- a copy of valid, legally recognised identification;
- a copy of a passport, if the person concerned does not have Dutch Nationality
- If the Loan Employee comes from a country that is not a member of the European Union, a copy of a residence permit and a work permit that indicates that the foreigner in question is permitted to work in the manner determined by law. If these permits are not present, Uniper may refuse access to the loan employee and prohibit him from performing work activities, without being required to pay damages to the Supplier.

D5. Obligations of the Loan Employee

- D5.1 In addition to the provision in Article 6 of the Conditions, the Supplier guarantees that the Loan Personnel:
- will always be able to identify themselves based on valid, legal proof of identity;
 - are fit and prepared to perform the agreed activities;
 - will announce any days of leave they wish to take on time and that these days off will be recorded in consultation with Uniper;
 - shall report to the representative of Uniper at the agreed time and place;;
 - on arriving on the Uniper location, will have good and sufficient tools with them;
 - will be present at the agreed location on time;
 - will adhere to the working hours established by Uniper; and
 - shall be insured for every damage/loss/injury for which Uniper could be held liable, except to the extent to which Uniper should pay compensation for this damage/loss/injury by virtue of the law and there is no question of intentional or conscious recklessness on the part of the Supplier and/or the loan employee (without prejudice to the provision in Article 14 of the Conditions).

D5.2 In addition to the provision above, the Supplier guarantees that the Loan Personnel he makes available will always comply with Uniper's and/or its client's rules of conduct. Loan Personnel should, at a minimum, comply with the following rules of conduct:

- a) adhere to the general standards of decent manners.
- b) adhere to the rules in the Code of Conduct that applies to all Uniper employees. The Supplier and/or the loan employee shall receive a copy of the Code of Conduct or shall be given access to its contents via the Uniper Intranet.
- c) refrain from using and/or possessing alcoholic drinks and/or narcotics at work and/or in the transport vehicles used for work and not to be under the influence of these substances while commuting to and from work;
- d) to have a neat and tidy appearance;
- e) refrain from wearing provocative clothing or features;
- f) if agreed to, to wear work clothes everywhere in the house colour of Uniper that bears no printing other than the word and/or logo of Uniper;
- g) any sound media should not be annoying
- h) comply with the house rules of Uniper, whose content will be made available on the location or otherwise made known to the Supplier and/or the Loan Employee.

D5.3 If the activities require it, the Loan Employee should possess hand tools and approved electric tools. The costs for these tools are included in the standard hourly rate. If, on inspection, it is discovered that the Loan Employee has defective and/or unsafe tools, then the Supplier should replace them immediately.

D5.4 The Supplier shall ensure that all Loan Personnel that are deployed to work at Uniper are provided with personal protection gear that is in good condition. This should minimally include: sound work clothes, safety helmet, work gloves, safety shoes, safety goggles and hearing protection.

D6. Costs

D6.1 The costs of training Loan Personnel – training that is considered necessary by Uniper – shall be borne by the Supplier. If Uniper pays for these costs in the first instance, they shall be reimbursed by the Supplier after he receives the relevant invoice.

D6.2 The costs of replacing or repairing goods made available by Uniper to Loan Personnel – due to their being misplaced or used incompetently – shall be borne by the Supplier.

D6.3 Goods made available by Uniper may only be used by the Loan Personnel during the activities. The Supplier shall inform the employees that he makes available about this requirement and guarantee that Loan Personnel shall actually comply with these requirements. If non-compliance is discovered, the Supplier shall owe a fine of €2,500 to Uniper, payable on demand, for each violation discovered, without prejudice to the right of Uniper to claim additional damages.

D6.4 If a Loan Employee does not fit the job profile of Uniper, then Uniper can ban this employee within one day after the start of his activities from further access to the work without Uniper owing any payment to the Supplier and/or the Loan Employee.

D6.5 If, during the term of the Agreement, a Loan Employee made available by the Supplier fails to adhere to or does not meet the established requirements or if there is serious criticism concerning his behaviour, then Uniper is entitled to remove the Loan Employee without Uniper being required to reimburse the costs ensuing from this for the Supplier or costs already incurred by the Supplier and without prejudice to the

further rights to which Uniper is entitled. Uniper shall inform the Supplier of this within a reasonable period.

D7. Default, Early Departure, Overtime

D7.1 If the Loan Personnel is unable to perform the activities agreed to, the Supplier shall ensure that this is made known on time, before the start of the activities, to the representative of Uniper. In such a case, the Supplier shall provide a replacement Loan Employee within 4 hours at the first request of Uniper.

D7.2 If the Loan Employee resigns during the first five workdays, Uniper will not owe any payment for the first 16 hours that the Loan Employee has worked.

D7.3 Overtime is only permitted after an express instruction is received from Uniper. If not otherwise agreed, the following rates apply for overtime:

- (a) If a Loan Employee must work more than 8 working hours a day, then for the extra hours worked the following overtime rate will be charged (percentage of the hourly rate):
 - i. Monday up to and including Friday, for the first two hours: 15 %
 - ii. Monday up to and including Friday, for the hours thereafter: 30 %
 - iii. Saturdays: 30 %
 - iv. Sundays and holidays: 60 %
- (b) If, after consultation and approval by Uniper, work activities must be performed outside the normal hours (altered working hours), an 'altered shift charge' of 14% will be placed on top of the hourly rate.

D8. End of Work Activities

D8.1 The Agreement ends by law if the Uniper project at the location is ended or suspended or [ends] at an earlier time determined in consultation between the parties. The representative of the Supplier shall be informed of this in advance.

D8.2 Uniper reserves the right to cancel the Agreement (fully or partially) with regard to the Loan Personnel concerned, taking into account the following periods of notice:

- a) with a secondment for three months: one day
- b) with a secondment for more than three months: four days
- c) in cases of force majeure or a shortcoming attributable to the Supplier: with immediate effect