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## I General part

### Introduction

These general terms and conditions of purchase (hereinafter "the Terms and Conditions") apply to all agreements to be concluded with the Supplier by Uniper Benelux N.V. or its group companies (hereinafter: "Uniper") regarding the delivery of goods, services, the contracting of works and the hiring of personnel, with the express rejection of the Supplier's terms and conditions.

### 0. Definitions

In these general terms and conditions of purchase, the following definitions apply:

**"Agreement"**: an Order that has been accepted in accordance with the provisions of Article 2.

**"Annexes"**: the documents relating to the Agreement which are inextricably linked to it, including in any case the Uniper General Security Conditions in force.

**"Completion"**: the Delivery of Work(s) by Supplier to Uniper in accordance with the content and purpose of the Agreement.

**"Conditions"**: these general terms and conditions of purchase.

**"Delivery"**: the granting possession of Goods to Uniper.

**"Framework Agreement"**: an Agreement that will apply to multiple Orders.

**"Goods"**: the movable property or software to be sold and delivered by the Supplier in accordance with the Agreement.

**"Order"**: a written order of a Performance by Uniper, either once or on demand of orders under a Framework Agreement.

**"Services"**: the work to be performed by the Supplier on the basis of the Agreement.

**"Supplier"**: the counterparty of Uniper, which supplies Uniper Goods, Works or Services.

**"Performance"**: the goods delivered and/or services provided and/or performed by the Supplier in accordance with the Agreement.

**"Personnel"**: All natural persons that the Supplier uses directly or indirectly in the performance of Services and Works (of the Supplier itself, of its subcontractors, of temporary employment agencies, including non-subordinates).

**"Uniper"**: Uniper Benelux N.V. or its group companies within the meaning of Article 2:24b of the Dutch Civil Code.

**"Work(s)"**: the work of a material nature to be delivered by the Supplier to Uniper on the basis of the Agreement.

### 1. Applicability

- 1.1 These Terms and Conditions apply to all Agreements and Framework Agreements between Uniper and the Supplier, to the conclusion thereof and to all agreements resulting therefrom. Deviations from and additions to these Terms and Conditions are only valid if they have been agreed in writing
- 1.2 In the event of conflict between provisions of the Agreement or Annexes, the following order of precedence shall apply:
  - (a) the Agreement;
  - (b) the Annexes;

### 2. Conclusion of the Agreement

- 2.1 Agreements between Uniper and the Supplier are only concluded if and as soon as: Uniper has accepted an offer from the Supplier in writing by means of an Order to that effect;

- 2.2 Uniper is not obliged to reimburse costs related to the preparation of an offer to the Supplier.
- 2.3 Drawings, models, specifications, quality, inspection and warranty certificates, maintenance and instruction books with manuals and such information, which Uniper has made available to the Supplier or has approved of prior to the conclusion of an Agreement, are part of the Agreement.
- 2.4 After acceptance of the Performance, Uniper will provide the Supplier with a so-called SE number, which the Supplier must state on its invoice.

### 3. Delivery, Completion, transfer of ownership and risk

- 3.1 Delivery of the Goods takes place DDP in accordance with Incoterms 2020, at the address specified by Uniper in writing and within the period or timeframe specified in the Agreement, in accordance with the delivery specifications stated therein.
- 3.2 Completion takes place at the time and location specified in the Agreement.
- 3.3 Uniper may make reasonable changes to the specifications of the Delivery or Completion. The Supplier shall comply with the amended specifications without charging Uniper any additional costs.
- 3.4 After Supplier has reported the Services related to the Performance ready, Uniper will determine when Completion can take place. At Uniper's first request, the Supplier will prepare a delivery report to be signed by both parties. Only after written confirmation by Uniper that Completion has occurred, Completion is final and, to the extent this is not the case, the delivery report will state which part of the Work or Delivery of Goods still have to be carried out, without consequences for the agreed date of Completion.
- 3.5 If and to the extent the Performance relates to the Delivery of Goods, Uniper will acquire ownership thereof at the same time that the risk transfers pursuant to the Incoterm referred to in Article 3.1.
- 3.6 Even if the Agreement stipulates a penalty for defective or delayed Delivery or Completion, the Supplier remains obligated to comply with the Agreement and Uniper is in addition to the penalty entitled to claim dissolution of the Agreement and full compensation for damages by the Supplier.

### 4. Conformity, Quality of Performance, Warranty, Durability

- 4.1 The Supplier warrants that the Performance:
  - (a) is free from manufacturing, material or design defects and other defects; and complies with the description and specifications as described in the Agreement, the Order or the Framework Agreement;
  - (b) complies with all (industry) customary and relevant or applicable European and Dutch (quality and safety) standards and with all applicable laws and regulations;
  - (c) is in accordance with the timetable and implementation schedule as laid down in the Order or Agreement;
  - (d) is suitable for the intended use by Uniper, is in accordance with all consents, exemptions and permits that are necessary for the Delivery, Completion, installation, commissioning and (permanent) operation;
  - (e) if agreed, is assembled, installed, commissioned, and adjusted in a completely correct and professional manner
  - (f) unencumbered and free from other rights of third parties; and
    - comes complete, with all parts, auxiliary materials, fittings, special equipment, and spare parts;
    - is provided with all required certificates.

- 4.2 Supplier shall, no later than the moment of Delivery or Completion, provide Uniper with all information, certificates, instruction books and maintenance instructions regarding the Performance that Uniper needs or could need for proper use or proper functioning and maintenance of the Performance, in the Dutch or English language. Uniper is allowed to use the aforementioned documentation without restriction.
- 4.3 The Supplier must, without charging additional costs, also provide operating and maintenance instruction to Uniper personnel, in such a way that Uniper personnel are independently able to operate and carry out maintenance with respect to the Goods or Performance after Delivery or Completion.
- 4.4 For all Goods and Services, a warranty period of 24 (twenty-four) months after Delivery or Completion applies or so much longer as the parties have agreed. For Goods that do not comply with the Agreement and therefore have to be changed, repaired, or replaced, the aforementioned warranty period will start again from the moment of change, replacement or repair.
- 4.5 The Supplier guarantees that for a period of 10 (ten) years from the date of Delivery or Completion or, if the expected lifespan of the Performance is longer, up to 1 (one) year after the expected lifespan of the Performance, it will be able to supply (spare) parts in respect of the Performance.

## 5. Guarantees regarding Personnel

- 5.1 The Supplier warrants that all Personnel:
- have written and oral command of the Dutch and English or German languages;
  - has all the necessary permissions, exemptions and permits required by the government and will make them available to Uniper on first request;
  - has the necessary expertise and competence;
  - carry a valid identity card and will show this at Uniper's first request;
  - strictly observe the operating regulations applicable to Uniper and its clients in the field of safety, health and the environment.
  - are registered as 'posted workers' (if applicable) on the website: <https://uniper.work/en/posted-workers> as a requirement to access the site (for information: e-mail [security@ubx-pw.nl](mailto:security@ubx-pw.nl) or call 010-2895711. ).
- 5.2 If Personnel does not have the necessary permissions, exemptions and permits or, in the opinion of Uniper, does not have the necessary expertise and professional competence or does not comply with the regulations, that Personnel may not perform any work.
- 5.3 The Supplier is liable and indemnifies Uniper for all damage caused by Personnel, including fines and related costs.
- 5.4 The Supplier indemnifies Uniper against claims by the competent authority implementing social insurance schemes or the Tax and Customs Authorities in connection with the payment by the Supplier or its subcontractors of wage tax, national insurance contributions and social security contributions, which are or become due in connection with the Performance. Uniper is at all times entitled to withhold wage tax, VAT and social contributions for which Uniper could be jointly and severally liable under the Chain Liability Act (possibly as 'owner-builder') from the compensation owed to the Supplier and to pay it into a G-account of the Supplier or directly to the said authority or the tax authorities.
- 5.5 The Supplier indemnifies Uniper against claims under the Recovery Act 1990, the Wet arbeid vreemdelingen and any other law or regulation applicable to Personnel.
- ## 6. Clarification, additional work
- 6.1 Uniper is at all times entitled to clarify the specifications of the

Performance. Such clarifications are part of the Agreement and in principle do not result in any additional work.

- 6.2 If the Supplier believes that the aforementioned clarification results in additional work, it will inform Uniper within 5 days in writing, motivated and with the submission of a price offer.
- 6.3 The Supplier is not entitled to deviate from the agreed prices without the express written consent of Uniper. The Supplier will not carry out additional work before an Order to that effect has been granted.
- 6.4 Uniper is allowed to pay the fee for the additional work together with the last payment term. Uniper may deduct negative variations with (partial) payments of the agreed price.

## 7. Auxiliary materials

- 7.1 Materials, drawings, models, instructions, specifications, and other tools made available by Uniper or purchased or manufactured by Supplier on behalf of Uniper shall remain the property of Uniper or shall become the property of Uniper at the time of purchase or manufacture by the Supplier.
- 7.2 The Supplier is obliged to mark the tools referred to in the previous paragraph as the property of Uniper, to keep them in good condition and to insure them against all risks on its behalf as long as the Supplier has those tools in its possession.
- 7.3 At Uniper's first request, auxiliary materials will be submitted to Uniper for inspection or made available to Uniper, in any case at the latest at the date of Delivery or Completion to which the auxiliary materials relate.
- 7.4 Changes to or deviations from the auxiliary materials made available to or approved by Uniper are only permitted after prior written approval by Uniper.
- 7.5 The Supplier will not use the auxiliary materials (or have them used) for or in connection with any other purpose than the Performance.

## 8. Prices

- 8.1 The prices are set in Euros and are exclusive of VAT but including all costs of insurance and any duties and taxes to be levied by any government and are fixed for the duration of the Agreement or Framework Agreement. The price or prices stated in the Agreement (unit prices/hourly rates) include all costs of the Supplier or third parties in connection with the execution of the Performance, including, among other things, risk surcharges, profits, transport costs, administration costs and packaging costs.

## 9. Payment

- 9.1 Uniper will pay invoices relating to a delivered Service within (a) 60 days after receipt of the invoice or (b) 60 days after Delivery or Completion of the relevant Performance. An invoice is only payable if it is properly specified in accordance with the applicable specifications in the Agreement.
- 9.2 Uniper may set off amounts owed to the Supplier against agreed discounts, fines, and other claims that Uniper has against the Supplier. The Supplier may not invoke set-off or suspension of its Performance. Payment by Uniper does not in any way imply a waiver of rights.
- 9.3 In the unlikely event that Uniper should pay late, it will owe the statutory interest of Article 6:119 of the Dutch Civil Code. The extrajudicial collection costs will never exceed € 40.

## 10. Secrecy

- 10.1 The Supplier shall keep secret and store in a secure manner the existence, nature and contents of the Agreement or Framework Agreement as well as other oral and written information, in whatever form, provided in the context of the Agreement by or on

behalf of Uniper and shall not disclose or provide anything in this regard to third parties without the written permission of Uniper (not being its employees or equivalent hirers or professional advisers). The Supplier shall impose the same obligation of confidentiality on employees engaged by it and equivalent hires and professional advisers and guarantees to Uniper that they will comply with the obligation of confidentiality. This obligation of confidentiality shall continue for a period of 36 months after the agreement has ended.

- 10.2 If the Supplier violates its confidentiality obligation, it shall forfeit to Uniper an immediately due and payable fine of € 25,000, without a notice of default being required, without prejudice to Uniper's right to recover the damage actually suffered by it from the Supplier.

### 11. Transfer of rights and obligations

- 11.1 Uniper is entitled to transfer its rights and obligations under the Agreement freely and without the prior consent of the Supplier to the companies affiliated with it.
- 11.2 The Supplier is not entitled to transfer all or part of its rights and obligations under the Agreement to third parties or to establish a limited right within the meaning of Article 3:8 of the Dutch Civil Code.

### 12. Limitation of liability

- 12.1 If a party imputably fails to perform the Performance, it is liable to the other party for all damage up to a maximum of 100% of the contract price.
- 12.2 Neither party is liable to the other party for any indirect or consequential damage, except if the damage is the result of willful misconduct or gross negligence on the part of the party that caused the damage.

### 13. Insurance

- 13.1 The Supplier is obliged to take out business and professional liability insurance with a reputable insurer for personal and property damages associated with the execution of the Agreement. This insurance will cover at least an insured amount of € 2,500,000 per claim with a maximum of € 5,000,000 per year, unless Uniper deems a higher insured amount necessary.
- 13.2 At Uniper's first request, the Supplier shall submit a certified copy of the aforementioned insurance policy(s) and the proof of premium payment of the insurances mentioned in the policy(s). The Supplier shall always inform Uniper in writing without delay of any significant changes to the aforementioned insurance policies, no later than 30 days before the change takes place.
- 13.3 At Uniper's request, the Supplier must ensure before the start of its activities in connection with the Performance that its insurer(s) will pay out directly to Uniper or its insurer(s). To this end, Uniper may require that:
- (a) The Supplier concludes the insurance contract on behalf of Uniper as a co-insured party; or
  - (b) The Supplier transfers any claim to Uniper or its insurer; at the discretion of Uniper.
- 13.4 Any payment to Uniper on the basis of an insurance agreement concluded by the Supplier shall not affect Uniper's claims for compensation against the Supplier, insofar as they exceed the payment.
- 13.5 In the event of damage, the Supplier is obliged to inform Uniper immediately, at the latest within 24 hours after the damage incident has occurred.

### 14. Force majeure

- 14.1 Force Majeure shall be treated as stipulated in article 6:75 DCC.

The following shall in any case not be considered as force majeure: unauthorized access to or overload of computer systems and networks, lack of personnel, economic conditions, illness of personnel, strikes, late delivery or unsuitability of materials, transport problems and shortcomings of third parties or suppliers engaged by the Supplier, regardless of whether these shortcomings are attributable to the Supplier.

- 14.2 The Supplier must immediately inform Uniper in writing of a situation of force majeure, or a threat thereof, stating the measures taken and to be taken by it. The Supplier will also keep Uniper informed of the expected duration of the force majeure situation and the progress of the measures as often as reasonably necessary, but at least once a week.

### 15. Intellectual property rights

- 15.1 If and insofar as the Performance is subject to intellectual and proprietary rights of the Supplier, the Supplier hereby grants Uniper, free of charge, a worldwide and perpetual right of use with regard to such property rights, including the right to sub-license to third parties.
- 15.2 The Supplier hereby transfers to Uniper, free and unencumbered, all intellectual property rights that arise directly or indirectly from the development or delivery of the Performance, which transfer Uniper herewith accepts in anticipation. To the extent required by law, these general terms and conditions apply, whether or not together with the Agreement and the Framework Agreement, as a deed of transfer. The Supplier will promptly perform all (legal) acts that are necessary to transfer the intellectual property rights to Uniper. To the extent necessary, the Supplier hereby grants Uniper an irrevocable power of attorney to perform all (legal) acts on behalf of the Supplier that are necessary for the transfer of the aforementioned intellectual property rights. To the extent required, Uniper then grants the Supplier an unlimited right of use of the intellectual property rights thus transferred to it, solely for the purpose of delivering the Performance.
- 15.3 The Supplier guarantees that neither the Performance nor the use of the related documentation infringes any intellectual property right of third parties. The Supplier indemnifies Uniper and holds Uniper harmless against all costs arising from a claim for infringement of intellectual property rights, or any infringement itself, including but not limited to damage, fines, judicial and extrajudicial costs.
- 15.4 The Supplier is prohibited from using the Uniper brand in image, logo and writing without the prior written consent of Uniper. In the event that Uniper withdraws a previously given consent, the Supplier will remove these expressions from the various carriers within 2 (two) weeks.

### 16. Termination or dissolution

- 16.1 Uniper has the right at all times to terminate (*opzeggen*) the Agreement in whole or in part by a date to be determined by Uniper. After receipt of a written notice of termination, the Supplier will terminate the execution of the Agreement by the notified date. In the event of such termination, Uniper is only obliged to reimburse those costs that are directly related to the state of performance of the work. However, said compensation will never exceed the amount Uniper would have owed to the Supplier in the normal fulfilment of the Agreement over a period of two months maximum following the date against which Uniper has terminated.
- 16.2 Without prior notice of default, the Supplier is immediately in default in the event of bankruptcy or suspension of payments. In the aforementioned cases, Uniper has the right to terminate the Agreement with immediate effect by means of extrajudicial dissolution (*ontbinding*), or termination, at the discretion of Uniper, and without Uniper being obliged to pay any (damage) compensation in this regard.



- 16.3 All claims that Uniper has against the Supplier or that still arise in respect of the period up to the end of the Agreement are immediately due and payable in full.
- 16.4 After the end of the Agreement, the Supplier shall, within 30 (thirty) days and at least within a period to be determined by mutual agreement, return at its own expense all Uniper documents, tools and materials in its possession to Uniper or to third parties to be designated by Uniper.

## 17. Supplier's creditworthiness

Upon request, the Supplier shall provide Uniper with the necessary information about its creditworthiness before and during the term of the Agreement. If this creates reasonable doubt about timely and correct compliance with the Supplier's obligations under the Agreement and/or if there is a late or improper performance by the Supplier, Uniper is entitled to demand (additional) securities and the Supplier must immediately provide the security requested to the satisfaction of Uniper. Violation of this obligation by the Supplier entitles Uniper to unilaterally dissolve the Agreement in whole or in part without notice of default and without judicial intervention.

## 18. Safety and Environment

- 18.1 The Supplier, its employees and third parties engaged by the Supplier will strictly comply with both the applicable statutory regulations and the environmental, health and safety regulations applied by Uniper.
- 18.2 Without prejudice to any specific agreements in this regard, the Supplier demonstrably strives to execute the Performance as environmentally friendly as possible.
- 18.3 If Goods to be delivered contain substances that are or may be dangerous for humans and/or the environment, the Supplier shall make the necessary information about the composition and characteristics of these substances available to Uniper and in all cases ensure proper and safe packaging. In the event that the Goods to be delivered contain fibrous materials (including asbestos), prior written approval from Uniper is required for delivery of such Goods.
- 18.4 The Supplier shall inform Uniper of all negative effects of the Performance on the environment, in any case with regard to emissions and release of environmentally hazardous substances.
- 18.5 The Supplier is not entitled to store more material at the location than is necessary for the immediate execution of the Agreement. The goods stored by the Supplier or third parties at the location are at the costs and risk of the Supplier. The Supplier will clean up all waste, excess materials and substances on a daily basis and deposit them in the designated waste bins.

## 19. Laws and regulations, compliance

- 19.1 The Supplier guarantees that the Performance complies with all laws and regulations.
- 19.2 The Supplier shall check on its own initiative whether its subcontractors and employees are included on the list of persons, legal entities, groups, and organizations belonging to applicable national, community and international anti-corruption and anti-terrorism laws and regulations. The Supplier shall refrain from entering into transactions with persons, legal entities, groups, and organizations whose name and identity appear on the aforementioned lists.
- 19.3 Uniper is at all times and at every location, entitled to carry out a check on the Performance and on the Supplier's business operations, on the policy and all applicable processes and facilities in the field of compliance. In this case, compliance means the Supplier's observance of rules, given by Uniper as

well as relevant, laws and regulations, guidelines, policies, and instructions from competent (government) authorities and industry associations.

- 19.4 In that regard, Uniper has the right to require copies of any documents it considers relevant. Uniper may suspend the Performance if the audit reveals a material failure. In that case, the Supplier will submit a recovery plan to Uniper for approval within five (5) working days. If the Supplier fails to comply with the aforementioned obligation or if the recovery plan does not remedy the shortcoming, Uniper may dissolve the Agreement with immediate effect without having to compensate the supplier for the damage suffered as a result thereof.

## 20. Protection of personal data

- 20.1 The Supplier declares that it and its subcontractors are familiar with, shall comply with and shall monitor compliance with all legal provisions on data protection, in particular the General Data Protection Regulation (GDPR) and the Implementing Act on general data protection.
- 20.2 If the Supplier processes personal data on behalf of Uniper, the Parties will conclude a separate processing agreement as referred to in Article 28 of the GDPR. This also applies if access to personal data cannot be excluded in the context of the Performance. Personal data of Uniper employees may only be processed under the conditions of the processing agreement.
- 20.3 The processing and use of the personal data by the Supplier and its subcontractors takes place exclusively in a member state of the European Union, in a state that is affiliated to the Agreement on the European Economic Area or a state in respect of which the European Commission has taken an adequacy decision as referred to in Article 45 GDPR.
- 20.4 Supplier guarantees that its level of data protection and of its subcontractors is sufficient to ensure the confidentiality, integrity, availability, resilience, and accuracy of the personal data. Within the sphere of its responsibility, the Supplier shall monitor compliance with the essential technical and organizational security measures relating to data protection in accordance with Art. 32 GDPR.
- 20.5 In this context, the Supplier guarantees that it and its subcontractors will strictly limit access to personal data to those employees for whom access is necessary.  
The Supplier shall report to Uniper without delay, but in any case, within 4 hours after Supplier itself has become aware, about any (suspected) breach of the legal provisions on data protection or of the technical and/or organizational security measures of the personal data that it processes or has processed in the context of this Agreement.

## 21. IT security cq. information security

- 21.1 Supplier warrants that it and its subcontractors:
- state-of-the-art technical and adequate organizational measures have been taken to secure their computers and networks from activities that compromise the confidentiality, integrity and availability of data, computers, or networks ("Security Incidents"), and
  - in addition to these measures, appropriate processes and procedures have been implemented to monitor and control the risks related to Security Incidents; and
  - always monitors and keeps up-to-date measures, processes, and procedures.
- 21.2 The Supplier shall, on first request, provide Uniper with access to the aforementioned measures, processes, and procedures and, if requested, cooperate free of charge in a security audit by or on behalf of Uniper. Uniper will only request a security audit after a series of Security Incidents, or in the event of reasonable suspicion that there are Security Incidents that may have adverse consequences for its own business operations.
- 21.3 The Supplier shall inform Uniper without delay, but in any case,

within 4 hours after it has become aware of it itself, of any (suspected) Security Incident.

## 22. Applicable Law and Choice of Forum

- 22.1 The relationship between the parties is governed by Dutch law to the exclusion of private international law.
- 22.2 Disputes that may arise between Uniper and the Supplier will be resolved as much as possible by means of proper consultation. If the parties do not reach a solution, the Parties are entitled to bring a dispute before the competent court in Rotterdam.
- 22.3 The applicability of the Vienna Sales Convention 1980 (CISG, or amendments or additions thereto) is excluded.

## 23. Final provisions

- 23.1 These Terms and Conditions will enter into force on 1 January 2025.
- 23.2 Translations of these Terms are for informational purposes only. The original Dutch version of these Terms and Conditions is decisive for the explanation thereof.

### (A) Additional purchase conditions regarding the purchase of Goods

#### A0. Applicability

These additional terms and conditions apply to any Agreement concerning the purchase of Goods. In the event of any conflict of any provisions contained in these additional terms and conditions in Sections 1 to 24 of the Terms, the provisions of these additional terms shall prevail.

#### A1. Delivery of Goods and transfer of ownership

- A1.1 Uniper acquires ownership of the Goods and all parts belonging to the Goods at the same time that the risk passes pursuant to the Incoterm referred to in Article 3.1.
- A1.2 Delivery of Goods also comprises the delivery of all tools as referred to in Article 8 and all associated documentation, such as drawings, quality, inspection and warranty certificates. Delivery also includes any partial delivery of Goods.
- A1.4 If the Goods are lost before full Delivery in accordance with the Agreement has taken place, the Supplier is obliged to deliver replacement Goods, without Uniper owing any costs or compensation.
- A1.5 If the Agreement does not contain a term or date of Delivery, a reasonable period of execution applies which will not exceed 30 (thirty) working days, counting from the moment of execution of the Agreement.
- A1.6 If Uniper, for whatever reason, is unable to receive the Goods that are ready for Delivery at the agreed time, the Supplier shall, until Uniper is able to receive the Goods,
  - mark the Goods as recognizable property of Uniper, and
  - keep and secure in isolation and take all measures necessary to prevent deterioration in quality. The Supplier is entitled to a reasonable compensation in this respect, to be determined in mutual consultation.
- A1.7 Except to the extent expressly agreed, the Supplier is not entitled to fulfill the Delivery in parts.
- A1.8 As soon as the Supplier knows, or should reasonably know, that full Delivery of the Goods cannot take place, cannot take place within the agreed delivery period or date or cannot take place properly, the Supplier is obliged to inform Uniper of this immediately in writing, stating the reasons.

- A1.9 Insofar as a Delivery also concerns Goods, the above also applies in full to the Delivery.

#### A2. Packaging and shipping

- A2.1 The Goods must be properly and safely packed and marked in accordance with Uniper regulations, so that they reach the place of destination in good condition during normal transport.
- A2.2 The Supplier is liable for damage caused by faulty or unsafe packaging. loaned packaging must be clearly marked as such by the Supplier.
- A2.3 Return of loaned packaging is at the expense and risk of the Supplier to a destination to be specified by the Supplier. Waste and packaging material must be removed by the Supplier at its own expense after Delivery or Completion.
- A2.4 At all times Uniper has the right to return the (transport) packaging materials at the expense of the Supplier. Processing or destruction of (transport) packaging materials is a responsibility of the Supplier. If packaging materials are processed or destroyed at the request of the Supplier, this will be at the expense and risk of the Supplier.
- A2.5 In the event that (transport) packaging materials contain fibre materials (for the applicability of this article, including asbestos) the (transport) packing materials with the processed fiber materials must have the prior written approval of Uniper. Approval can only be obtained after a complete, written specification of such fibrous material has been provided to Uniper and that specification shows that the products do not contain fibrous materials as stipulated in regulations for working with carcinogenic substances and processes of the current Working Conditions Decree. The aforementioned specification will therefore include at least the chemical composition and the physical and mechanical properties. The specification shall be such that not only the technical suitability of such fibrous material in relation to its application can be assessed, but also the environmental and health risks. Uniper is entitled to attach conditions to its approval.

#### A3. Inspection, verification, testing and acceptance

- A3.1 Uniper is entitled both prior to Delivery or Completion and during or after Delivery or Completion to inspect, check and test the Goods (or have them inspected) and tested by persons or bodies designated for this purpose by Uniper and according to a person or bodies provided by Uniper or the agreed test protocol with the Supplier. The Supplier shall provide all reasonably required assistance to the inspection and the checks and tests and shall provide the necessary documentation and information, without charging Uniper for this.
- A3.2 If, during inspection, control or testing before, during or after the Delivery or Completion, the Goods are rejected in whole or in part, Uniper will immediately do so in writing to the Supplier, stating reasons.

### (B) Additional purchasing conditions Uniper concerning the purchase of Services

#### B0. Applicability

These additional terms and conditions apply to any Agreement entered into by Uniper regarding the provision of Services. In the event of any conflict of any provision in these additional terms and conditions in Sections 1 to 24 of the Terms, the provisions contained in these Additional Terms shall prevail.

#### B1. Commission

B1.1 Services are performed on the basis of an agreement of assignment within the meaning of Section 1, Title 7, Book 7 of the Dutch Civil Code. The parties exclude the applicability of Articles 7:402 paragraph 2, 7:406, 7: 408 paragraph 2 and 7:411 of the Dutch Civil Code.

B1.2 The Supplier indemnifies Uniper against any 'employee claims' - in the broadest sense of the word - in the context of the performance of the Services by the natural persons concerned.

## **B2. Execution**

- B2.1 The Supplier shall perform the Services within the period laid down in the Agreement and at the agreed place and, where applicable, observe reasonable (work) instructions from Uniper.
- B2.2 On first request, the Supplier will at all times give Uniper the opportunity to inspect and check the (progress of the) Services.
- B2.3 Actual performance of the Services by the Supplier or associated actual actions (such as the signing of work slips) does not automatically imply approval of the Services by Uniper. Uniper expressly reserves the right to inspect and monitor the Services during and after the actual execution thereof.

## **(C) Additional purchasing conditions Uniper concerning the acceptance of Works and projects**

### **C1. Applicability**

- C1.1 These terms and conditions apply additionally to any Agreement entered into by Uniper regarding contracting for work as referred to in Article 7:750 et seq. DCC, as well as the execution of predefined projects in which there is a Delivery. In the event of any conflict of any provision in these additional terms and conditions in Sections 1 to 24 of the Terms, the provisions contained in these Additional Terms shall prevail.
- C1.2 For the applicability of these Terms and Conditions, personnel of the Supplier must also be understood to mean third parties who are or will be involved by the Supplier in the execution of the Agreement and/or projects.

### **C2. UAV – 2012**

The Uniform Administrative Conditions for the execution of works and technical installation works 2012 (UAV- 2012) or comparable conditions only apply if and insofar as the Agreement expressly refers to them. In the event of discounts/penalty, the discount/penalty imposed in the construction contract between Uniper and its client applies, unless another discount/penalty has been agreed between Uniper and the Supplier.

### **C3. Subcontractors**

- C3.1 The Supplier must obtain prior written approval from Uniper with regard to the subcontractors to be engaged by it.
- C3.2 Uniper is at all times entitled to refuse or withdraw its approval regarding subcontractors if it is of the opinion that they are unable to perform the Work or part of the Work in accordance with the Agreement.
- C3.3 The approval referred to above and the power to withdraw this approval do not affect Supplier's responsibility for the proper performance of the Agreement.
- C3.4 The Supplier must adequately inform itself of the circumstances on the site or in the building on which the Work is carried out and must ensure that its subcontractors have been informed about this in a timely and correct manner.

### **C4. Exclusion of so-called 'employee claims'**

The Supplier indemnifies Uniper against any 'employee claims' made against Uniper - in the broadest sense of the word - in the context of the execution of the Agreement by the natural persons concerned. An appeal by Uniper to the rights referred to in Article 5 does not affect the indemnification referred to in this Article C.4.

### **C5. Facilities Uniper**

- C5.1 Before the start of the Work, the Supplier must consult to what extent its staff can make use of storage rooms, workshops, bath, washing and changing rooms, toilets, as well as a Uniper canteen and, if possible, obtain written permission from Uniper for this. If the Supplier itself has to take care of the required construction and storage sheds, Uniper will determine where these should be placed on site.
- C5.2 Any use by the Supplier or third parties engaged by it or by third parties with the permission of the Supplier, regarding scaffolding, tools, lifting equipment, etc., is for the responsibility and risk of the Supplier.

### **C6. Management by third party(ies)**

Uniper is at all times entitled, if the circumstances reasonably give it reason to do so, to entrust a third party with the management of the Work. The engagement of this third party takes place in consultation with the Supplier and does not affect the Supplier's liability for the proper performance of the Agreement.

### **C7. Cooperation with third parties**

Uniper is always entitled to instruct third parties to perform work at or in the vicinity of the place from which the Supplier performs its Work. The Supplier is obliged to grant the third parties intended access.

If the Supplier has to cooperate with third parties, Uniper will coordinate the activities so that there is as little inconvenience as possible for those involved. Execution of work that may hinder third parties must be discussed with Uniper in advance. The coordination by Uniper in no way relieves the Supplier of the performance of its obligation(s).

### **C8. Supplier's obligations**

In addition to the provisions of Article 12, the Supplier indemnifies Uniper against all financial consequences that are in any way related to violation of Article 7:754 and Article 7:760 of the Dutch Civil Code.

### **C9. CAR Insurance Supplier**

In addition to the provisions of Article 13, the Work, the Performance or the execution of the Agreement must be and remain insured under the (continuous) CAR insurance of the Supplier. The Supplier shall provide Uniper with a copy of the certificate of the relevant insurance before commencing the execution of the Agreement. The Supplier shall inform Uniper in good time of any intended change to the CAR insurance that could have an adverse effect on Uniper.

### **C10. Cables and pipes**

- C10.1 The Supplier must inform itself of all relevant facts and circumstances before the execution of the Agreement is commenced – therefore also the location of cables and pipes – on the site and/or in the buildings where the Work will be carried out.
- C10.2 The Supplier shall, at its expense and risk and in consultation with both the competent administrative bodies and with the managers and licensees of the cables and pipelines, take all measures, including the relocation of cables and pipelines and obtaining the required public and private law cooperation(s) and

approval(s), which are necessary to be able and allowed to carry out the Work. The Supplier will take timely care of the necessary reports to the Cable and Pipeline Information Centre (KLIC) in the region where the Work is carried out.

#### **C11. Information, drawings and other data**

- C11.1 Designs, drawings, models, specifications, instructions, regulations and the like that are made available by Uniper to the Supplier for the execution of the Agreement are part of the Agreement.
- C11.2 The Supplier shall submit the drawings to be provided by it concerning the Performance at the agreed time, but in any event in such a timely manner, to Uniper for approval that any changes deemed necessary will not affect the delivery time. Approval of the drawings, or the omission of comments thereon, does not affect the supplier's responsibility for the proper performance of the Agreement. The Supplier must also provide all drawings and other information which, in Uniper's opinion, may be useful for the Supplier or for third parties involved in the project, or are necessary for the technical assessment, the application for permits or the projection of associated installations.
- C11.3 The Supplier shall indicate in writing to Uniper no later than seven (7) working days before the start of its Work what information and data the Supplier requires from Uniper with regard to the execution of the Agreement.
- C11.4 The Supplier shall provide the data relating to the Service in a timely manner in triplicate, or in a larger number if Uniper so requests (such as, among other things, the as-built operations and maintenance documentation) that Uniper deems necessary for optimal business operations and maintenance of the Performance.
- C11.5 Within a reasonable period before delivery, all instructions for use and maintenance must be in the possession of Uniper in triplicate, in the Dutch or English language.
- C11.6 Uniper is entitled to give (work) instructions, which must be observed by the Supplier.

#### **C12. The contract price**

- C12.1 The contract price as stated in the Agreement is *all-in* and therefore includes all direct and indirect costs such as travel and accommodation costs incurred or to be incurred by the Supplier in connection with the Performance and/or the materials.
- C12.2 The contract price is fixed, unless the Agreement states the circumstances that may lead to adjustment of the contract price, as well as determine the manner in which the adjustment and/or settlement of additional and less work takes place. The supplier bears the risk of price increases, even in the event of substantial increases in the prices of raw materials or labor.

### **(D) Additional purchasing conditions Uniper concerning the hiring of personnel**

#### **D1. Applicability**

These terms and conditions apply in addition to any Agreement entered into by Uniper regarding the posting of employees (hereinafter referred to as "Temporary Workers") by the Supplier (as "Lender") to Uniper (as "Hirer") to work under the supervision or direction of Uniper, with maintenance of the employment relationship between the loaned employee and his employer. Where employees or auxiliary persons are mentioned in the Terms and Conditions, this should also include Temporary Workers. In the event of any conflict of any provision in these additional terms and conditions in Sections

1 to 24 of the Terms, the provisions contained in these Additional Terms shall prevail.

#### **D2. Own employees / on-loan**

The Supplier will only lend its own employees to Uniper. There must be an employment relationship between these employees and the Supplier. Without the written consent of Uniper, the Supplier is not permitted to hire employees from third parties itself and to lend those employees to Uniper.

#### **D3. Documents**

- D3.1 The Supplier shall make the following documents available to Uniper before the start of the Work:
- a) an extract from the trade register of the Chamber of Commerce, not older than 1 month;
  - b) a statement, not older than three months, issued by the tax authorities and by the trade association concerning its payment behavior with regard to the payment of national insurance contributions, wage tax and social security contributions, for its posted employees;
  - c) a copy of a legally valid blocked account agreement;
  - d) a copy of the supplier's liability and accident insurance policy.
- D3.2 At the request of Uniper, the Supplier shall make available on a random basis the salary statements and the expense allowances of the employees it has lent in order to verify the correct cost calculations, in particular in compliance with the law and regulations regarding personal data.

#### **D4. Personal data Hired workers**

The Supplier is obliged to provide the following personal data in good time before making hiring staff available: name, initials, address, place of residence, date of birth, place of birth, date of employment with the Supplier, citizen service number and nationality.

Furthermore, the Supplier must hand over to Uniper of all the Temporary Workers to be made available:

- a) recent curriculum vitae showing competence for the work to be performed;
- b) copy of relevant certificates obtained, training courses, courses, and inspections attended;
- c) a copy of a valid legally recognized proof of identity;
- d) a copy of a passport if the person concerned does not have the Dutch nationality;
- e) If the relevant Worker comes from a country not belonging to the European Union, a copy of a residence permit and a work permit indicating that the foreign national in question may perform work in the manner provided for by law.

#### **D5. Obligations with regard to the Temporary Worker**

- D5.1 The Supplier guarantees that, in addition to the provisions of Article 5 of the Terms and Conditions, the Temporary Workers:
- a) be able to identify themselves at any time on the basis of a valid proof of identity;
  - b) be suitable and willing to perform the stipulated Work;
  - c) announce any days of leave desired by them in good time and that these are recorded in consultation with Uniper;
  - d) report to Uniper's representative at the agreed time and place;
  - e) have good and sufficient tools with them upon arrival at the location;
  - (f) be present at the site in a timely manner; and
  - (g) comply with the working hours set by Uniper.
- D5.2 The Supplier guarantees that, in addition to the above, the Temporary Workers made available by him will always comply with the behavioral, house and safety rules of Uniper and/or its client. Hiring staff must observe at least the following rules of conduct:



- a) to use general standards of decent manners;
- b) to comply with what is stipulated in the code of conduct applicable to all employees of Uniper, of which the Supplier and/or the hiring employee will receive a copy;
- c) to refrain from the use and/or possession of alcoholic beverages and/or narcotics at work and/or in means of transport for the purpose of work and not to be under the influence of such substances at work and/or during commuting;
- d) have a well-groomed appearance;
- e) if agreed, wear work clothing/ work overall in the house color of Uniper without print other than word and / or logo of Uniper;
- f) not to have any sound carriers disturbingly present;
- g) to comply with Uniper's house rules and safety rules, the content of which is made available at the location or otherwise made known to the Supplier and/or the Temporary Worker.

D5.3 If the Work so requires, the Temporary Workers must be in possession of hand tools and approved power tools. The costs for these tools are included in the standard hourly rate. If an inspection shows that the Temporary Worker has a defect and/or unsafe tool, the Supplier must immediately replace it.

D5.4 The Supplier shall ensure that all Temporary are provided with personal protective equipment in good condition. This should be at least: proper work clothing, safety helmet, work gloves, safety shoes, safety glasses and hearing protection.

## **D6. Costs**

D6.1 Costs for the training of Temporary Workers deemed necessary by Uniper shall be borne by the Supplier.

D6.2 Costs for replacement or repair of items made available by Uniper to Temporary Workers, caused by loss or improper use, are for the account of the Supplier.

D6.3 Items made available by Uniper may only be used by the Temporary Workers at the time of the Work.

D6.4 If a Temporary Worker does not meet Uniper's job profile, it may be refused work without Uniper owing any compensation to the Supplier and/or Temporary Workers.

D6.5 If, during the term of the Agreement, a Temporary Worker made available by the Supplier does not comply with or does not meet the requirements set or if there are sufficiently serious considerations of its conduct, Uniper is entitled to remove the Temporary Worker immediately, without Uniper being obliged to pay any compensation for the costs arising here from and already incurred for the Supplier and without prejudice to the other rights accruing to Uniper. Uniper will inform the Supplier of the same within a reasonable period of time.

## **D7. Absenteeism, early departure, overtime**

D7.1 If a Temporary Worker is unable to perform the stipulated work, the Supplier shall ensure that this is notified to Uniper's representative in good time before the start of the work. At Uniper's first request, the Supplier will then provide a replacement Temporary Worker within 4 hours.

D7.2 If the Temporary Worker terminates during the first five working days, Uniper will not owe any compensation for the first 16 hours that this Temporary Worker has worked.

D7.3 Overtime is only permitted after explicit instruction from Uniper. Unless otherwise agreed, the following rates apply to overtime:

- (a) If a temporary worker has to work more than 8 working hours per day, the following overtime allowance will be

charged for the extra hours (percentage over the hourly rate):

- i. Monday to Friday, over the first two hours: 15%
  - ii. Monday to Friday, for the following hours: 30%
  - iii. Saturdays: 30%
  - iv. Sundays and public holidays: 60%
- (b) If and insofar as, after consultation with and approval by Uniper, work must be carried out outside the usual shift hours (shifted working hours), a 'shifted shift payment' of 14% will be granted on the normal hourly rate.