

E.ON Benelux B.V.

GENERAL CONDITIONS OF PURCHASE (AIV-E.ON/01-00)

1. Applicability

- 1.1. These AIV-E.ON/01-00 conditions and, if declared applicable, the AIV-E.ON/02-00 or AIV-E.ON/03-00 conditions, shall apply to all inquiries, orders and agreements of E.ON. Departures from these conditions shall be valid only if they have been agreed in writing.
- 1.2. The applicability of any conditions of the supplier is expressly excluded.

2. Conclusion of agreement

An agreement shall be concluded only by a written order to the supplier by E.ON.

3. Delivery period

The supplier shall be obliged to deliver the goods on the agreed date, without any further notice of default or reminder being required. If the supplier expects that the delivery period will be exceeded, he shall immediately notify E.ON of this.

4. Dispatch and product information

- 4.1. The supplier shall arrange for the free dispatch of the goods to the agreed place(s).
- 4.2. The supplier shall supply E.ON with all information about the goods to be delivered which E.ON reasonably needs or may need for the proper use and/or proper operation of the goods. If environmentally dangerous substances are delivered, the supplier shall supply E.ON with the requisite information about the composition and properties of these substances and ensure that they are properly packed.
- 4.3. In the event that products contain fibrous materials the fibrous materials incorporated in the products to be used must be approved, in advance, in writing by E.ON Benelux. Approval may only be granted after a complete, written specification of such a fibrous material is submitted to E.ON Benelux whereby the specification shows that the products do not contain any fibrous materials pursuant to categories I and II of the section on working with carcinogenic materials and processes as determined by the applicable Health & Safety decree (Arbobesluit). Accordingly, the aforementioned specification shall at least comprise the chemical composition and physical and mechanical properties. The specification should be such that not only can the technical suitability of such a fibrous material in relation to its application be evaluated, but also the environmental and health risks.

5. Transfer of ownership and risk

Ownership of the goods shall pass to E.ON at the moment that they are delivered at the agreed places and accepted by E.ON, from which time they will be at the risk of E.ON.

6. Price

The prices specified in the order or agreement (unit prices) are fixed and comprise all costs, including risks and profit.

7. Payment

Payment shall be made within 30 days of the date on which all the goods to be delivered in accordance with the order or agreement are delivered in their entirety and in sound condition, or, if the invoice is received later, within 30 days of receipt of the invoice.

8. Standards, quality and liability for defects

- 8.1. All goods supplied shall comply with the standards customary at the time of the conclusion of the agreement, such as those of the Dutch Standardization Institute (Nederlands Normalisatie Instituut), and with any statutory regulations, unless agreed otherwise.
- 8.2. The goods to be supplied shall comply with the requirements and specifications stated in the agreement or order and shall in general be suitable for the object for which E.ON uses them, and shall comply with the quality and safety standards that are in force in this industry.
- 8.3. The supplier indemnifies E.ON against claims by third parties for damage caused by a defect in the goods supplied, with the exclusion of damage resulting from defects caused by the use or processing of the goods by E.ON.

9. Guarantee

- 9.1. If E.ON notifies the supplier within the guarantee period of any defect in the goods supplied by him or in his delivery, the supplier shall, at the opinion and to the satisfaction of E.ON, replace or repair them as quickly as possible and without any cost to E.ON. This shall also include the costs of disassembly, transport, reassembly and the carrying out of new tests. If the order or agreement makes no mention of a guarantee period, the period shall be 12 months. If goods or parts thereof are modified, repaired or replaced under the provisions of this paragraph, the full guarantee period shall once again apply to such goods.
- 9.2. In cases of urgency or if the supplier fails to fulfill his guarantee obligations despite a written reminder, E.ON shall be entitled to carry out the repairs (or provisional repairs) itself (or to have them carried out) at the expense of the supplier, without this affecting the guarantee obligations of the supplier.
- 9.3. The guarantee obligations referred to above shall be additional to all rights which E.ON may enforce under the law if the supplier does not fulfill his obligations or does not do so properly or in good time.

10. Industrial property

The goods delivered may not infringe any patent or patent application, license, copyright, registered drawing or design, trade mark or trade name. The supplier indemnifies E.ON against all claims of this kind and shall reimburse all damage caused as a result thereof, including the costs of judicial or extra-judicial procedures in which an infringement of the above-mentioned rights is alleged (whether rightly or wrongly).

11. Force majeure

If, as a result of force majeure, the supplier is permanently incapable of fulfilling his obligations, E.ON shall be bound to pay only for that part of the agreement which has been performed. Force majeure shall be deemed to mean exclusively a calamity caused by external factors such as a natural disaster, mobilization and/or war or civil war. Non-performance by sub-contractors shall not be regarded as force majeure.

12. Termination and dissolution

- 12.1. If the supplier does not perform any obligation under the agreement or does not do so properly or in good time, save in the case of force majeure, or if the supplier is declared bankrupt or applies for a suspension of payments, or if the business of the supplier is closed down or liquidated, he shall be deemed by law to be in default and E.ON shall be entitled to terminate all or part of the agreement, without judicial intervention, by giving written notice to the supplier and/or suspending the performance of all or part of its obligations, without thereby becoming obliged to pay any damages, without prejudice to the right of E.ON to compensation for the damage resulting from the non-performance or the failure to perform properly or in good time. In such a case, all the claims which E.ON has against the supplier shall be immediately recoverable.
- 12.2. If the delivery period is exceeded, E.ON shall also retain the right to dissolve all or part of the agreement, without any notice of default or judicial intervention being required. In the event of dissolution, E.ON shall be entitled to return goods already received to the supplier at the expense and risk of the supplier, or to keep them for him at his disposal and to refuse goods subsequently delivered. In such a case, all claims which E.ON has against the supplier shall become immediately recoverable.
- 12.3. If a penalty clause is applicable, this shall be without prejudice to the right of E.ON to compensation for the costs, damages and interests of E.ON, including expenditure incurred for the reasonable replacement of goods not received.
- 12.4. In the event that a specification pursuant to article 4.3 of these AIV is not submitted to E.ON Benelux, or the specification does not meet with the approval of E.ON Benelux or the specification shows that products to be used or supplied contain fibrous materials in categories I and II, pursuant to article 4.3 of these AIV, then E.ON Benelux shall have the option of dissolving this agreement with the assignee/supplier and/or E.ON Benelux shall be empowered to request the assignee to supply/use alternative products without E.ON Benelux being required to pay any resulting claim for damages and/or (additional) costs to the assignee.

13 "UN Global Compact" Initiative and EU Counter-Terrorism Regulations

- 13.1 E.ON attaches overriding importance to social responsibility as part of corporate activities. Consequently, it participates in the "United Nations Global Compact" initiative. The initiative is based on ten fundamental principles intended to make globalisation more socially and economically beneficial and prevent corruption. The information sheet "E.ON Responsible Procurement Policy" refers to the UN Global Compact principles and can be downloaded from the Internet at <http://www.eon-benelux.com> (look at section: Algemene Inkoopvoorwaarden). The Contractor shall be obliged to observe those principles.
- 13.2 For the purpose of counter-terrorism, the ban on the direct and indirect provision of monies and economic resources to certain individuals, legal entities, groups and organisations has been introduced by the European Union Council Regulation (EC) No. 881/2002 and (EC) No. 2580/2001, which apply directly in every member state of the European Community. The Contractor undertakes to observe this ban and check its business partners and employees as to whether their name and identity exist in the lists of named individuals, legal entities, groups or organisations published as annexes to the Regulations. If their name and identity exist in the said lists, implementation of transactions with those persons, groups or organisations shall be refrained from.

14. Final conditions

- 14.1. All disputes arising from or related to the agreement shall be heard by the competent court. The referral of any dispute to the competent court shall be without prejudice to the obligation of the supplier to perform the agreement . .
- 14.2. Dutch law shall apply to the agreement.
- 14.3. If any provision from the General and/or Supplementary Conditions of Purchase declared applicable is held by the competent court to be invalid, such provision as corresponds most closely to the invalid provision while remaining applicable shall be deemed to be in force between the parties.
- 14.4. The original of these conditions is drawn up in Dutch. In the event of a conflict between this translation and the original, the original shall prevail.