

## **SUPPLEMENTARY CONDITIONS OF PURCHASE**

(AIV-E.ON/02-00)

### **1. Applicability**

- 1.1 These AIV-E.ON/02-00 are applicable together with and inseparably from the AIV-E.ON/01-00. Where these AIV-E.ON/02-00 deviate from the AIV-E.ON/01-00 the AIV-E.ON/02-00 will prevail. The General Safety Regulations (AIV-E.ON/04-00) are also applicable to their full extent.

### **2. Assembly, delivery and risk**

- 2.1 If assembly/installation has been agreed upon, this will entail the complete set-up of the goods, which are to be delivered in an operational condition at the latest at the agreed time.
- 2.2 After the supplier has completed the work, and if E.ON is of the opinion that final delivery can be made, a final delivery report will be drawn up which is to be signed by both parties. This will state that the delivery has been set-up in an operational condition together with, to the extent that this is not the case, the work or deliveries, which still have to be carried out.
- 2.3 The risk for the delivery passes over to E.ON after signature of the final delivery report.

### **3. Price**

- 3.1 The price stated in the agreement (unit prices / hourly rates) contain(s) all costs which are to be incurred by the supplier for setting-up the goods which are to be delivered in an operational condition, including risks and profit.

### **4. Extra work and less work**

- 4.1 Work, which is carried out in excess of the agreed amount, will only be paid for if this has been agreed upon in writing.
- 4.2 The settling-up of extra work will be done by means of an additional payment, and that of less work by means of withholding a part of the price.

### **5. Subcontracting and ultimate responsibility**

- 5.1 The supplier is not permitted to have the work carried out in whole or in part by third parties, except following written permission from E.ON. In this case the supplier will provide E.ON with a copy of the technical part of its application, the offer and its order. Approval does not release the supplier from any obligations under the agreement.
- 5.2 If the supplier has had work carried out by third parties without written permission from E.ON, E.ON is entitled to accept the work that has been carried out in this manner - possibly following an inspection for the account of the supplier - or to reject the work, this according to the choice of E.ON alone.
- 5.3 In its agreement with subcontractors the supplier will include the provision that they renounce all claims on E.ON, such as are referred to in article 1650 of the Dutch Civil Code, and also that they are subject to all provisions which apply between the supplier and E.ON.
- 5.4 The supplier must take all steps, or provide its cooperation to all steps which E.ON deems necessary, to restrict the liability of E.ON within the framework of the "Wet Ketenaansprakelijkheid" ("Act on Ultimate Responsibility") and/or the "Verleggingsregeling BTW" ("Obligation Transfer Rules for Turnover Tax") as far as possible.

### **6. Liability and insurance**

- 6.1 The supplier is liable for any damages which arise for E.ON as a result of or in connection with the implementation of the work as a result of its fault or as a result of the fault of persons who are involved by it in the work - regardless of the degree of the fault. The supplier is only liable for

damages due to the falling-off of production to the extent that there is a case of gross negligence, gross fault or purposeful action, and furthermore up to a maximum amount which is to be agreed upon further.

- 6.2 Except for the event of fault on the side of E.ON, the supplier will indemnify E.ON against all claims for compensation of damages of third parties, including personnel in the employ of E.ON, which have arisen as a result of or in connection with the implementation of the work. Damages are also taken to mean damages to the environment, which are the consequence of the use of environmentally dangerous substances and/or incorrect processing or removed materials.
- 6.3 The supplier must be covered by insurance against liability and risks such as are described above.
- 6.4 Unless fault on the side of E.ON or personnel of E.ON is proved, E.ON will not be liable for any damages, which might arise for the supplier, its personnel or other persons involved by the supplier in the implementation of the work. This also includes damages as a result of destruction or loss of property.

#### **7. Regulations**

- 7.1 Besides the statutory provisions the supplier and its personnel are obliged to comply with the AIV-E.ON/04-00 Safety Regulations, without this leading to costs for E.ON.
- 7.2 The supplier is obliged to maintain attendance records to the satisfaction of E.ON for all persons whom it engages in the implementation of the work. These records must be submitted to E.ON upon its first request.
- 7.3 The supplier will impose an obligation upon all the persons whom it puts to work to carry personal identification on them and to show this to E.ON personnel indicated for that purpose upon their first request.
- 7.4 E.ON may deny access to its sites to persons in the employ of the supplier or whom the supplier involves in the work if these persons can no longer be approved by E.ON, in which event the supplier must immediately replace those persons.
- 7.5 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.