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Status Final

Integrated Ground Model and Geotechnical Interpretation Report

Nederwiek Wind Farm Zone (zuid)

Annex 6 - Section IV

Remuneration

Colophon

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Annex(es)

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1 Introduction

1.1 **CONTRACT PRICE document**

This document details the CONTRACT PRICE as part of the CONTRACT that CLIENT has awarded to CONTRACTOR for carrying out the development of an Integrated Ground Model for the Nederwiek Wind Farm Zone (zuid).

Also Rates, Payment Schedule and Pricing schedule are determined.

2 Rates, prices and percentages

2.1 Currency

The rates and prices set out in the PRICING SCHEDULE in this Annex 6 - Section IV (Remuneration) are in Euros (€).

2.2 Taxes (VAT)

The rates and prices contained herein exclude Value Added Tax that shall be charged in accordance with prevailing legislation.

2.3 Applicable rate with regards to large/small fluctuating quantities

The rates and prices contained herein shall apply equally to executing the WORK in large, small or fluctuating quantities.

2.4 Applicable equally to measured work

Rates, prices and percentages shall apply equally to any measured WORK and/or VARIATION regardless of ease, difficulty, location, quantity or whether it is an addition or a reduction to the WORK.

2.5 Variations

Should the CLIENT exercise their entitlement to vary the WORK, then the amended WORK shall be valued by the CLIENT at the rates and prices contained herein insofar as it is fair and reasonable to do so or, where appropriate on a pro-rata basis and adjust the CONTRACT PRICE accordingly.

2.6 Contract Price

The CONTRACT PRICE set out herein shall be the total remuneration payable to the CONTRACTOR for the WORK set out in the CONTRACT and shall take full account of the liabilities and obligations of the CONTRACTOR under this CONTRACT.

2.7 Scope of work

The Scope of Work set out in this Section IV (Remuneration) relates to the Scope of Work as detailed in Section VI of this CONTRACT.

2.8 Rates and prices not foreseen

When CLIENT is extending the Scope of Work and these services are not foreseen in Annex 6 - Section V (Scope of Work), the CLIENT and the CONTRACTOR shall agree, acting reasonably, additional rates and prices as required, taking full account of rates and prices for similar work and prevailing market conditions.

All new rates, prices and percentages, when approved by the CLIENT, shall remain valid for the duration of the CONTRACT.

2.9 Rates to include all Contractor's costs

All rates and prices set out in paragraph 4.1 herein are inclusive of all the CONTRACTOR GROUP's costs of whatever nature, unless otherwise agreed, associated with performing the WORK in accordance with the CONTRACT and shall include but not be limited to expenses, management time, overheads, labour (including but not limited to the cost of all productive and non-productive labour), supervision, direct remuneration and payroll related costs (including but not limited

to salaries, National Insurance contributions or equivalent in the country of levy, payroll taxes, welfare funds, sick pay, bonus and incentive payments, statutory and annual holidays, health plans and the like), plant & equipment (including but not limited to maintenance and repair), goods, materials and consumables, delivery and collection charges, customs dues.

2.10 Fixed rates and prices

The rates and prices contained herein shall be fixed for the entire period of the CONTRACT including any extensions of time to the CONTRACT term by way of VARIATION.

2.11 Rates to include all other costs

Rates, prices and percentages shall include but not be limited to:

- (i) all equipment, software, materials, consumables to conduct the WORK;
- (ii) communication and transmission charges; and
- (iii) data processing.

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Payment Schedule

Payment shall be based on:

- 18% of the CONTRACT PRICE, after delivery and acceptance by Client of the Project Documentation, Laboratory Testing Strategy Plan, Geological Ground Model Report Template, Characteristic Design Parameters Report Template and database example format: Annex 4, section I, items 2c, 2i, 2k, 2l and 2m.
- 20% of the CONTRACT PRICE after delivery and acceptance by Client and the Certifying Body of the Final Geological Ground Model Report (GGM): Annex 4, section I, item 3g.
- 20% of the CONTRACT PRICE after approval by the Client and the Certifying Body of the Final Geotechnical Interpretation Report: Annex 4, section I, item 3k.
- 20% of the CONTRACT PRICE after approval by the Client and the Certifying Body of the Final Report Integrated Ground Model (IGM) including all associated digital deliverables: Annex 4, section I, item 3g.
- 20% of the CONTRACT PRICE after approval by the Client of the Final Cyclic Test Results Interpretation Report: Annex 4, section I, item 3o.
- 2% of the CONTRACT PRICE after completion of the activities related to the webinar and PSD: Annex 4, section II, item 2.3

Met opmerkingen [BJ(1)]: Consider to add location plan; interim ground model report

Met opmerkingen [BJ(2)]: Check outstanding with Annex but in principle same distribution of %.

4 PRICING SCHEDULE

The WORK as set out in the CONTRACT shall be undertaken for a lump sum total CONTRACT PRICE of [●].

4.1 Overview of rates and prices

The elements of the CONTRACT PRICE together with rates and prices for all variations to the WORK are presented in Annex 4.