

FRAMEWORK AGREEMENT FOR DELIVERIES

for the delivery(s) of LV Strips
between

<NAME TENDERER>

and

Enexis Netbeheer B.V.

d.d.

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UNDERSIGNED:

- 1) Enexis Netbeheer B.V., a private limited liability company with its registered office in 's-Hertogenbosch, with its principal place of business at Magistratenlaan 116, 5223 MB 's-Hertogenbosch, registered in the trade register of the Chamber of Commerce under number 17131139, in this case legally represented by <name> <position> and <name> <function> hereinafter referred to as: Enexis

And

- 1) Other Party <name and legal form> with its registered office in <registered office> with its principal place of business at <address>, registered in the trade register of the Chamber of Commerce under number <Chamber of Commerce number> in this case legally represented by <name> <position> hereinafter referred to as: Other Party;

Each individually referred to as "Party" or collectively as "Parties";

Whereas:

- Enexis needs the delivery of NH Fuse Switch Disconnectors (hereinafter LV Strips)
- Enexis therefore published a European tender on <date> with publication number TN 591875 in application of the Aanbestedingswet 2012;
- The other party submitted a tender for this European tender on <date>.
- Enexis awarded this framework agreement to the Other Party on <date>
- The parties have recorded their agreements with regard to the delivery of LV Strips in this framework agreement with the appendices thereto.

Have agreed as follows:

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DEFINITIONS

In this framework agreement, a number of terms with an initial capital letter are used. These terms are subject to the meaning given to them in the Enexis Purchase Conditions 2025.

Definition	Definition

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1. SUBJECT-MATTER OF THE FRAMEWORK AGREEMENT

- 1.1 During the term of this framework agreement, Enexis is entitled, but not obliged, to provide further agreements/Orders to the Other Party under the framework agreement. This concerns the LV Strips as described in the Programme of Requirements and Tender Documents.
The deliveries to be made on the basis of this framework agreement and the further agreements/Purchase Order/Orders based on it must comply with the requirements of this framework agreement.
- 1.2 The terms and conditions of this framework agreement apply in full to all further agreements/Purchase Orders/Orders that are concluded between Enexis and the Other Party during the term of this framework agreement. Unless this framework agreement is expressly deviated from in Writing in a further agreements/Purchase Order/Order.
- 1.3 The following documents are inextricably linked to and applicable to the framework agreement and together form the framework agreement as agreed between the Parties. In so far as these documents contradict each other, the aforementioned document shall prevail over the one mentioned later:
1. this document;
 2. the Information Notes (where a new Note takes precedence over a previously published Note);
 3. the completed Periodic Indexation Model of Enexis of <date>;
 4. the Schedule of Requirements of Enexis of <date>;
 5. the Enexis Purchase Conditions 2025);
 6. the Enexis Supply Chain Order Order, Delivery & Packaging requirements;
 7. the Invoice Acceptance Policy;
 8. the Request for Quotation from Enexis of <date>;
 9. the tender submitted by the Other Party of < date>.
 10. the Verification audit report of <date>.
- ;
- 1.4 The following principles are used in the interpretation/interpretation of the framework agreement and documents:
- The singular also includes the plural and vice versa;
 - References to date and/or time are references to date and/or time in the Netherlands.

The Parties expressly agree that the (general) terms and conditions of the Other Party, in whatever form, do not apply to this framework agreement nor to further agreements/Purchase Orders/Orders concluded under this framework agreement.

2. EFFECTIVE DATE AND DURATION OF THE FRAMEWORK AGREEMENT

- 2.1 This framework agreement is entered into for the duration of 4 years, and takes effect on <date of signing of the Framework Agreement> and ends on <date>.
- 2.2 Enexis has the right to extend the framework agreement unilaterally and without the consent of the Other Party being required for 2 times with 2 years for each extension.
- 2.3 If Enexis wishes to make use of the option to extend referred to in the previous paragraph, it will be able to make use of 3 months before the expiry of the initial term (or the extended term(s) Inform the Other Party in Writing that the framework agreement will be extended.
- 2.4 If this Framework Agreement is extended, the same conditions will apply during the extended term as during the initial term.
- 2.5 The terms and conditions of this Framework Agreement shall continue to apply to all further agreements/Purchase Orders/Orders that continue after the termination of this Framework Agreement.

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3. PRICE AND OTHER FINANCIAL PROVISIONS

- 3.1 The prices of the Contractor are fixed for the first year from the start date of the framework agreement.
- 3.2 The initial value of the agreed indices on the reference date is pre-filled by Enexis. We assume the price level of [insert the date of the offer] here.
- 3.3 Yearly, indexation takes place based on the formula included in Appendix 3 - Periodic Indexation Model
- 3.4 Yearly, the contractor fills in the current value of the indices in Appendix 3 - Periodic Indexation Model
- 3.5 Based on this data, Enexis checks the proposed indexation and, after approval, it is implemented on the agreed date.
- 3.6 If different percentages for raw materials emerge from your submitted raw material passport, this may lead to an adjustment in the indexation formula.

4. DEVIATIONS FROM THE PURCHASING CONDITIONS

- 4.1 <OPTIONAL> Contrary to the provisions of Article .. of the Enexis Purchasing Conditions 2025, the following applies with regard to yen:.....
- 4.2 <OPTIONAL> Contrary to the provisions of Article .. of the Enexis Purchasing Conditions 2025, the following applies with regard to yen:.....

5. ADDITIONS TO THE PURCHASING CONDITIONS

- 5.1 <OPTIONAL> In addition to the provisions of Article 8.3 of the Enexis Purchasing Conditions 2025, the following applies with regard to fines and claims:

If the complete deliveries are not delivered within the agreed or extended term in a manner that complies with the Framework Agreement, the Other Party will owe Enexis an immediately due and payable penalty. This penalty amounts to 0.1% of the total or maximum price involved in the Framework Agreement for each day that the shortcoming persists up to a maximum of 10% thereof. If performance by the Other Party has become permanently impossible, other than due to force majeure, the maximum penalty is immediately due in full.

The fine is in addition to other rights of Enexis, including:

- a) its claim for compliance with the agreed obligation to perform the assignment;
- b) its right to compensation.

The fine is set off against the payments owed by Enexis, regardless of whether the claim for payment thereof has been transferred to a third party.

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5.2 <OPTIONAL> In addition to the provisions of Article .. of the Enexis Purchasing Conditions 2025, the following applies with regard to yen:

6. FINAL PROVISIONS

6.1 Amendments to this framework agreement or additions thereto are only binding if they have been agreed in Writing between the Parties.

6.2 If individual provisions of this Framework Agreement prove to be null and void or are annulled, this shall not affect the validity of the remaining provisions. If a provision of this Framework Agreement is or becomes in conflict with a provision of mandatory law in whole or in part, this Framework Agreement shall remain in full force and effect. For the null and void, declared null and void or nullified provisions, Enexis shall, after consultation with the Other Party, adopt new provisions that approximate the purport of the null and void, null and void or nullified provisions as closely as possible.

6.3 Enexis' failure to enforce a provision of this framework agreement/Purchase Order/Order does not affect its rights to demand full performance by the Other Party. Enexis' failure to respond to a breach of the Other Party's obligation does not mean that Enexis waives its rights arising from that obligation.

Thus agreed at <place> and signed:

<datum>	<datum>
Enexis Personeel B.V./Enexis Netbeheer B.V.]	<naam Wederpartij>
<Ondertekenaar Enexis>	<Ondertekenaar Wederpartij>
<Functie>	<Functie>

<date>
Signatory 2 Enexis
Functie

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ATTACHMENTS

By signing the Framework Agreement, the Other Party confirms that it is in possession of all relevant documents. The Other Party has downloaded and stored these documents itself for its own records.

The following documents have been attached as appendices to this Framework Agreement:

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