

Reserve Contractor Agreement

for the **LV Strips** contract

between

CONTRACTOR

and

Enexis Netbeheer B.V.

dated

Subject to statutory exceptions, no part of this agreement may be reproduced and/or disclosed without the written consent of Enexis

Reserve Contractor Agreement



Project: [...]

Date: [...]

The undersigned:

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

and

[NAME /ADDRESS/PLACE OF BUSINESS/TRADE REGISTER, REPRESENTED BY THE CONTRACTOR]

[...], referred to below as 'the Contractor',

jointly referred to below as 'the Parties',

Whereas:

- a. Enexis will enter into a Framework Agreement with the [WINNER OF THE TENDERING PROCESS];
- c. The Contractor ended third-ranked based on their Tender;
- d. Enexis reserves the right to have the Contract performed by the third-ranked party, i.e. the Contractor, with no need for a new tendering process, if the Framework Agreement is terminated early for whatever reason within one year of the date of this reserve contractor agreement;
- e. If the above situation occurs, Enexis may use the reserve contractor agreement. The conditions under which this reserve contractor agreement is entered into are recorded below for the Parties.
- f. Against this background, the Parties enter into this reserve contractor agreement with each other, under the following terms and conditions.

Declare that they have agreed as follows:

Article 1

- 1.1 The provisions of the recitals form part of this reserve contractor agreement.
- 1.2 The legal relationship between the Parties is governed by this reserve contractor agreement and the tender documents.
- 1.3 The documents below jointly constitute the reserve contractor agreement. These documents will be attached as appendices to this reserve contractor agreement and form an inseparable part of it. If the documents contradict each other, the document listed first takes precedence over the document listed below it:
 1. this reserve contractor agreement
 2. Memorandum/Memoranda of Information dated [date of latest summary]
 3. the draft framework agreement with appendices as set out in Appendix [appendix number/name] to the Descriptive Document
 4. Tender Document with appendices. If there is any conflict between these documents, the specific provision takes precedence over the general provision
 5. Enexis's Purchasing Conditions
 6. the Contractor's Tender submitted to Enexis on [tender date]

Article 2

- 2.1 The Contractor will keep his tender valid for twelve months after the effective date of the Framework Agreement
- 2.2 Any cost increases are entirely at the Contractor's expenses and risk.
- 2.3 If the Framework Agreement is terminated for any reason within twelve months of its effective date, Enexis may award the Framework Agreement to the Contractor.
- 2.4 If awarded to the Contractor, Enexis and the Contractor will draw up a new Framework Agreement equal to the original Framework Agreement put out to tender, with any amendments to it based on the Memorandum/Memoranda of Information from the tendering process.

Article 3

- 3.1 This reserve contractor agreement is entered into for twelve months and takes effect on the effective date of the Framework Agreement.
- 3.2 This reserve contractor agreement will end by operation of law after the expiry of the period referred to in the first paragraph with no need for a notice of termination.

Article 4

- 4.1 The reserve contractor agreement does not create any obligations for Enexis. Enexis may always decide, for reasons of its own, not to award the contract to the Contractor. By signing the reserve contractor agreement, the Tenderer irrevocably waives the right to object, in or out of court, to such a decision of Enexis. In that case, Enexis will not be obliged to compensate any costs and/or damage.
- 4.2 The Contractor cannot assign its obligations under the reserve contractor agreement to a third party, unless reorganisations occur within the Contractor's group. In that case, Enexis needs to give its prior written consent but is not obliged to do so.
- 4.3 If the reserve contractor agreement needs to be amended because of changes in laws, regulations or case law that were not foreseeable when it was signed, the Parties will consult about such amendments.
- 4.4 All disputes that may arise because of this Agreement or any ensuing Agreements will be settled in the first instance by the East Brabant District Court.
- 4.5 Dutch law applies to this Agreement.

Drawn up and signed:**Enexis Netbeheer B.V.****Contractor****Naam 1**

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Naam 2

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