



Framework Agreement

For the supply of
The Distribution Automation LIght boxes (DALI-boxes)

Between
Enexis B.V. and [SUPPLIER]

Contract number:
Date: [.....]

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PARTIES

This agreement is made between:

Enexis B.V., having its registered office in 's-Hertogenbosch, the Netherlands, number 17131139 at the Chamber of Commerce, and principal place of business at Magistratenlaan 116, 5223 MB 's-Hertogenbosch, the Netherlands, and all its affiliated companies or companies within its group, duly represented by its Manager Procurement, Ms. M. Donkervoort and Director Asset Management, Mr. J. Peters, hereafter referred to as "Enexis";

and,

[SUPPLIER]

Together to be named: "Parties"

Enexis and [SUPPLIER] agree as follows:

1 DEFINITIONS

The following definitions are used in this document:

Agreement: The set of conditions, requirements and provisions, as stipulated in this document and Appendices, forming part of all possible on-call orders and/or project orders;

Appendix: All documents attached to this Agreement that contain specific information concerning subjects in the Agreement and that are identified as such by the Parties and that form or formed part of this Agreement;

GPC General Purchasing Conditions 2013

Delivery: The transport of the Goods to and delivery at the agreed location by the agreed means at the agreed Delivery times, according to Specifications, in so far as they have not been supplied previously and/or unless agreed otherwise;

Delivery time: the period between sending the Order (the date on the Order is determining) and the date on which the Goods are actually delivered at the correct delivery location during the opening times stipulated;

Goods: All physical objects which (have to be or) are delivered to Enexis from [SUPPLIER] subject to this Agreement including DALI-Box;

DALI-box: An assembly of components (i.e. RTU, Modem, I/O-modules etc.) integrated in an enclosure, meant for remote monitoring and control functionality of MV-D substations.

Order: Enexis' order for Delivery of Goods;

Specifications: The description of the Goods to be delivered by [SUPPLIER] that forms part of this Agreement, including all related drawings and other documents (e.g. tendering instructions, certificates, etc.);

2 APPLICABILITY

- 2.1 The terms and conditions of this Agreement apply to all requests, offers and agreements where Enexis acts as the requesting or purchasing party towards [SUPPLIER] regarding the Goods subject to this Agreement .
- 2.2 The following Annexes are an integral part of the Framework Agreement:
 - 2.2.1 This Agreement;
 - 2.2.2 Memorandum of information;
 - 2.2.3 Tender Document: Invitation to Tender DALI-boxes;
 - 2.2.4 Appendix Accompanying letter
 - 2.2.5 Appendix Technical Specification;
 - 2.2.6 Appendix Communication requirements;
 - 2.2.7 Appendix Security requirements;
 - 2.2.8 Appendix 104-PID;
 - 2.2.9 Dutch Smart Meter Requirements: P1 Companion Standard;
 - 2.2.10 Appendix JSON over websocket_implementation guide;
 - 2.2.11 Appendix Enexis General Purchasing Conditions 2013 (GPC);
 - 2.2.12 Appendix Enexis Additional Conditions for Logistics 2013;
 - 2.2.13 Appendix Enexis' Supplier Code of Conduct (SCoC);
 - 2.2.14 Tender from supplier;
 - 2.2.15 Request to participate documents from supplier.
- 2.3 In the event of any conflicts, the provisions of the document mentioned in clause 2.2 with the lowest number shall prevail unless agreed upon otherwise.
- 2.4 For the application of the Agreement, personnel of [SUPPLIER] shall be deemed to include third parties that have been involved in the execution of the Agreement by [SUPPLIER].
- 2.5 Any general terms and conditions of [SUPPLIER], whatever their name or description, do not apply. Parties expressly reject the applicability and relevance of [SUPPLIER]'s general terms and conditions or the conditions to which [SUPPLIER] refers, even if this is done in Order confirmations.
- 2.6 If in an Order is referred to General Purchase Conditions, the conditions as set out in 2.3 of this Agreement will Prevail.
- 2.7 Any amendments to this Agreement will be made in writing by Enexis.

3 SUBJECT OF THE AGREEMENT

- 3.1 [SUPPLIER] shall deliver and shall guarantee the Goods, as stipulated in this Agreement and all documents mentioned in clause 2.2 (). The Delivery shall comprise:
 - 3.1.1 The supply of DALI-boxes, as specified in the mentioned in clause 3.1.
 - 3.1.2 The supply of all required aids and documentation, such as test certificates, drawings, quality, testing and guarantee certificates, and maintenance and instruction manuals with user instructions regarding the DALI-boxes;
 - 3.1.3 The service and support (as stated in Annex 3 (Technical Specifications) section 5.4.4 of the Invitation to tender) in the analysis of reported faults and / or defects and if possible restoring / repairing the defects / faults. [SUPPLIER] provides this support for at least [8] year(s) after the term of this Agreement.
 - 3.1.4 The supply of a telephone number to Enexis for reporting of any malfunction, lack and/or any other fault. This telephone number will be accessible and answered throughout the year in Dutch or English, on working days, from 08:00 - 17:00h CET.
- 3.2 It's sufficiently clear to [SUPPLIER] which technical Specifications the Goods have to meet, and under which conditions these Goods are to be delivered.
- 3.3 [SUPPLIER] declares to comply with the terms and conditions set in Enexis' Supplier Code of Conduct, Appendix Enexis' SCoC in fulfilling the Agreement in every step of the way. If [SUPPLIER] does not comply to these terms and conditions during the term of the Agreement, Enexis reserves the right to terminate the Agreement without further

consequences for Enexis. Enexis will give [SUPPLIER] a grace period of 6 months maximum after the receipt of a written notification to remedy the failure.

- 3.4 SUPPLIER cannot derive any turnover, procurement or volume guarantee from the Framework Agreement. The definitive purchase of the DALI-boxes will be determined on the basis of purchase Orders.

4 TECHNICAL SPECIFICATIONS, DESIGN MODIFICATIONS AND/OR CHANGES

- 4.1 [SUPPLIER] will not, without the written permission or written request of Enexis, make any change to the design or Specifications.
- 4.2 Enexis has the right to require from [SUPPLIER], with due observance of reasonability and fairness, modifications in the nature and scope of the Goods to be delivered. The modifications shall not be of such a nature that [SUPPLIER], as may reasonably be assumed, would not have concluded the Agreement if it would have known the modifications in advance. Modifications are agreed in writing.
- 4.3 If any modifications or improvements should be necessary during the term of the Agreement, including the warranty period, in terms of safety or reliability because [SUPPLIER] has misinterpreted Enexis' requirements, [SUPPLIER] shall implement such modifications and improvements at its own expense as quickly as possible, but not before Enexis has given its written permission. The Goods thus modified or improved shall not be delivered until Enexis has accepted or approved the Goods.
- 4.4 [SUPPLIER] is always obliged to make or deliver any changes or additions to Goods desired by Enexis and if technically possible. After mutual agreement between both parties about the implementation and costs, [SUPPLIER] will execute the changes/additions.
- 4.5 [SUPPLIER] is willing and able to change the agreed design or Specifications during the term of this Agreement in mutual consultation if technical developments - such as, but not limited to, harmonisation, standardisation, recommendations or requirements of any authorised (government) body - give reason to do so.
- 4.6 Modifications, improvements, additions or changes to the design or the Specifications requested by Enexis, are for the account and risk of Enexis.
- 4.7 [SUPPLIER] is not allowed to use substitutes without prior consultation and written acceptance by Enexis. When using substitutes, the price of the Goods for which this substitute is used will be in accordance with the amount of the substitute used in the Goods, but the total price will never be higher than the original price.
- 4.8 Changes and additions will not lead to an extension of the delivery time agreed, unless and insofar as this is reasonable, and a proposal from [SUPPLIER] for extension has been notified to Enexis in writing and has been accepted by Enexis. Communication must take place before implementation of the change or addition, and within 5 (five) days after the request of Enexis for that modification or addition.

5 TERM OF THE AGREEMENT

- 5.1 This agreement shall take effect on [Date] and end after a period of 1 (one) year on [Date].
- 5.2 The Agreement may be extended up to 2 (two) times, for a period of 1 (one) year each. It is solely Enexis' decision to choose for an extended period.
- 5.3 6 (six) months before the expiry date referred to in Clause 5.1, Parties shall consult about any renewal of the term of this Agreement. In case of extended periods of 1 year, Parties shall consult each other about renewal of the term of this Agreement 6 months before the expiry date of each extension.
- 5.4 If an Order is sent to [Supplier] and during the delivery time of that Order the Agreement might end, the Order is not terminated and still needs to be fulfilled complying with this Agreement.

6 PRICES

- 6.1 The prices are fixed during the term of the Agreement and can be indexed every time Parties decide to extend the Agreement when entered an extension option, as is mentioned in 5.2. The prices are also fixed during that extension. When Parties enter an extension option the new prices will be calculated, based on information from

Statics Office of the Netherlands (Centraal Bureau voor de Statistiek (CBS)) which will be put down in writing in advance. The index of the prices may not exceed the CPI- index as published by the CBS. This index is published on the following website:

[http://statline.cbs.nl/StatWeb/publication/?VW=T&DM=SLNL&PA=71311NED&D1=0,2,4,6&D2=0-1,61,70,87,108,137,145,172,176,221-222,230,255,I&D3=\(I-34\)-I&HD=081020-1310&HDR=T&STB=G1,G2](http://statline.cbs.nl/StatWeb/publication/?VW=T&DM=SLNL&PA=71311NED&D1=0,2,4,6&D2=0-1,61,70,87,108,137,145,172,176,221-222,230,255,I&D3=(I-34)-I&HD=081020-1310&HDR=T&STB=G1,G2)

The maximum index extension option is the most recent annual change (“Jaarmutatatie CPI”) at the moment when Enexis decides to extend the agreement.

- 6.2 The prices include the delivery, costs of transport, customs clearing, insurance, packaging, etc., unless otherwise agreed in writing. Under no circumstances will Enexis accept additional administration costs.
- 6.3 An overview of the prices of the Goods to be supplied under this Agreement is included in [Appendix Scope, Prices and Delivery times based on the documents from clause 2.2].

7 ORDER

- 7.1 Enexis shall place Orders in writing by e-mail ([SUPPLIER] will inform Enexis of the correct email address) , at varying times, each with a unique number, stating the Goods to be delivered, the quantity, the delivery address and any contact person. The delivery date and address shall be binding once an Order has been placed and confirmed by [SUPPLIER]. The delivery locations for the Distribution Automation boxes are:

Enexis Distribution Centre Best
De Dieze 17
5684 PR BEST

Enexis Distribution Centre Hoogeveen.
De Stroom 18
7901 TE HOOGEVEEN

Alfen (Enexis compact secondary substation supplier)
Hefbrugweg 28
1332 AP Almere

- 7.2 The Agreement takes effect every time at the moment that an Order regarding this Agreement is sent by Enexis.
- 7.3 [SUPPLIER] shall provide the logistic services as agreed in this Agreement or as requested by Enexis during the term of the Agreement.
- 7.4 Execution of a verbal Order may exclusively take place after Enexis has confirmed the Order in writing or after Enexis has provided [SUPPLIER] with an Order number.
- 7.5 Only Orders placed with an order form signed by a proxy of Enexis or confirmed therewith following Orders placed by telephone shall be valid. Enexis can only guarantee to settle invoices for deliveries if [SUPPLIER] refers to the number of the Order form in question.
- 7.6 [SUPPLIER] shall immediately (with a maximum of three working days) confirm the Order in writing, or at least by e-mail.
- 7.7 Enexis has the right to modify or supplement the Order. In that case the Agreement takes effect at the moment when Enexis receives written confirmation of the Order in accordance with the modified or supplemented items, or at the moment when [SUPPLIER] actually begins to execute the Order.

8 DELIVERY

- 8.1 The maximum lead time for the delivery of the DA Light MV-D boxes should comply to:
- Max. 8 weeks after ordering, based on a maximum order of 200 units.

Initials Enexis:

Initials SUPPLIER:

- Max. 10 weeks after ordering, based on an order between 201 and 500 units
 - Max. 12 weeks after ordering, based on an order between 501 and 1.000 units.
- 8.2 [SUPPLIER] performs output-control on DA Light-boxes before they will be shipped to Enexis in order to guarantee correct functioning. A signed checklist will be part of the delivery of every shipped DA Light-box or is provided digitally before receipt of the delivery by Enexis.
- 8.3 As soon as [SUPPLIER] knows or ought to know that it will fail to comply with the Agreement, it shall be obliged to notify Enexis thereof immediately in writing while stating the reason(s). If delivery is not made in time or not at all, [SUPPLIER] is in default by operation of the law. Without prejudice to the right of Enexis as set forth in GPC Clause 18 – Termination, Imputable non-performance, Non-imputable non-performance, the Parties shall consult with each other whether, and if so, in which manner, the risen situation may yet be settled to the satisfaction of Enexis.
- 8.4 Paragraph 5.3 of the GPC is replaced by the following: If Enexis requests [SUPPLIER] to postpone the Delivery, [SUPPLIER] shall store the Goods properly packed and noticeably marked as being intended for Enexis, take all reasonable measures to prevent deterioration of the quality of the Goods, and safeguard and insure the Goods against a compensation which is in line with the market to be agreed upon further in writing. In such a case Enexis is not in default. Postponement of a delivery by Enexis is limited to a period of 6 weeks.
- 8.5 Supplier performs output-control on DA Light-boxes before they will be shipped to Enexis in order to guarantee correct functioning. A signed checklist will be part of the delivery of every shipped DA Light-box or is provided digitally before receipt of the delivery by Enexis.

9 RISK AND TRANSFER OF PROPERTY

- 9.1 Enexis will obtain property and risk of all Goods, as far as not already property of Enexis, at the moment of arrival at the delivery location.
- 9.2 In case of any rejection of Goods during or after delivery, though not after 3 days after delivery, the property and risk with regard to these Goods is deemed to have stayed with [SUPPLIER] and therefore never have been transferred to Enexis.
- 9.3 Employees of [SUPPLIER] will work, also at locations of Enexis, for account and risk of [SUPPLIER]. Goods of the [SUPPLIER] are, also at locations of Enexis, for account and risk of [SUPPLIER], in case the [SUPPLIER] is responsible for damages during his services on site.
- 9.4 The first sentence of Clause 12.1 of the GPC is replaced by the following: The Other Party guarantees that the agreed use, including the resale, of the Goods delivered by it, or the tools purchased or manufactured by it for Enexis, or the Services provided will not infringe the patent rights, trademark rights, design rights, copyrights or other rights of third parties.
- 9.5 Clause 12.3 GPC is not applicable unless new developments will be made for the execution of this Framework Agreement by order of Enexis.

10 PAYMENT, INVOICE

- 10.1 [SUPPLIER] will send the invoice digitally to Enexis after Delivery of the Goods or after storage of the same.
- 10.2 Payment by Enexis in no manner or way constitutes a waiver of rights.
- 10.3 Enexis will have the right at all times to set off claims the Other Party has against Enexis with claims, on whatever basis, Enexis has against the Other Party but this is limited to this Framework Agreement and between the parties of this Framework Agreement.

11 WARRANTY

- 11.1 The [SUPPLIER] provides full warranty on the Goods delivered for 24 months from the moment of arrival at the delivery location to Enexis. The warranty obligation of the [SUPPLIER] excludes damage caused by normal wear and tear, improper use by Enexis and/or third parties as well as damage caused by external factors.

- 11.2 In case of repair and repaired parts, or delivery of replacement goods, the abovementioned full warranty period will start to run again, however limited to the repaired parts and limited to a maximum of 12 (twelve) months after ending of the original warranty period as mentioned in Clause 11.1.
- 11.3 The expiry of the warranty period does not impede the other rights of Enexis.
- 11.4 The [SUPPLIER] warrants that the Goods to be delivered meet the requirements as stipulated in clause 3.1 and dispose of those characteristics which have been agreed, free from defects, fit for the purpose for which they are specified and meet the legal requirements and other government regulations, and the requirements of safety and quality, all as applicable at the time of closing or as applicable during the term of this Framework Agreement. The purpose of the Distribution Automation Light boxes (an assembly of components (i.e. RTU, Modem, I/O-modules etc.) integrated in an enclosure) is meant for remote monitoring and control functionality of MV-D substations.
- 11.5 The [SUPPLIER] is willing and able to change the agreed design or Specifications during the term of this Framework Agreement in mutual consultation if technical developments - such as, but not limited to, harmonisation, standardisation, recommendations or requirements of any authorised (government) body give reason to do so. Any costs for changes resulting from this clause will be paid by Enexis, as far as they are not a part of a change caused by not complying to Clause 11.4.
- 11.6 Modifications, improvements, additions or changes to the design or the Specifications requested by Enexis which require a new type test, are for the account and risk of Enexis.

12 ACCEPTANCE

- 12.1 Prior to a first Delivery or after modification thereof, Enexis demands a successful Test of the design of the Goods and the Goods themselves, if so stipulated in the documents specified in clause 3.1. The Supplier shall make available the results (including protocols) of the Test(s) on Enexis' demand.

13 BATCH AND EPIDEMIC FAILURE

- 13.1 In the case of a Batch Failure [SUPPLIER] must, in consultation with Enexis, as soon as possible and at his own expense, repair or replace, as Enexis chooses, all DALI-boxes supplied to Enexis which display such a Batch Failure. The Parties agree that the DALI-boxes will only be recalled after careful examination of the DALI-boxes containing a Batch Failure. [SUPPLIER] must also compensate Enexis for all loss and damage incurred by Enexis including, but not limited to, all costs and damage related to recalling the DALI-boxes from the field (whether defective or not), in connection with the Batch Failure.
- 13.2 In the case of an Epidemic Defect [SUPPLIER] must, in consultation with Enexis, as soon as possible and at his own expense, repair or replace, as Enexis chooses, all DALI-boxes supplied to Enexis which display such an Epidemic Defect. The Parties agree that the DALI-boxes will only be recalled after careful examination of the DALI-boxes containing an Epidemic Defect. [SUPPLIER] must also compensate Enexis for all loss and damage incurred by Enexis including, but not limited to, all costs and damage related to recalling the DALI-boxes from the field (whether defective or not), in connection with the Epidemic Defect.
- 13.3 [SUPPLIER] undertakes that critical and non-critical components, process-related data and supply chain information will be traceable per DALI-box for of the Lifetime of the DALI-boxes ("track and trace system).
- 13.4 [SUPPLIER] undertakes to, free of charge for Enexis, investigate the causes of every problem reported and provide Enexis with an overview of all 'suspected' DALI-box serial numbers, for a period of at least eight (8) years after the particular delivery of the DALI-boxes.

14 VERIFICATION OF PERFORMANCE

- 14.1 Enexis or its representative shall at all times be entitled to verify and/or audit that [SUPPLIER] complies with the requested quality of the products and/or the quality assurance system for the production and/or distribution of the Goods. Enexis is therefore entitled to perform quality inspections and tests, and Enexis must therefore be granted access to [SUPPLIER]'s production facilities and its suppliers. [SUPPLIER] shall, to the maximum reasonable extent, co-operate with Enexis and provide the facilities that are necessary for such inspections. The associated costs shall be borne by [SUPPLIER], except for the (wage, travelling and accommodation) expenses of (staff of) Enexis and/or

third parties hired by Enexis. Enexis will give [SUPPLIER] a reasonable time to organize the visit and the number of audits will be limited to a maximum of twice a year.

15 COOPERATION WITH THIRD PARTIES

- 15.1 In performing the Framework Agreement and Purchase Orders arising from it, SUPPLIER will cooperate with all third parties designated by Enexis in such cases where Enexis believes that a relationship between SUPPLIER and the third part(y)(ies) would be desirable and/ or the objectives make such cooperation necessary or desirable and SUPPLIER will provide whatever reasonable assistance is requested by Enexis.
- 15.2 SUPPLIER shall ensure that the performance of the Framework Agreement and Purchase Orders arising from it, on the interfaces with third parties ties in well with the activities of these third parties and shall work with the third parties designated by Enexis where necessary. Part of this cooperation entails that SUPPLIER makes available DALI-boxes to third parties on Enexis' request.
- 15.3 SUPPLIER will, solicited and unsolicited, participate in consultation with Enexis and/ or third parties designated by Enexis, and will pro-actively seek and provide assistance to Enexis and/ or third parties designated by Enexis, to amongst others maintain or improve the performance of the Enexis DALI-box Infrastructure, to investigate Issues or to define and implement a structural solution if it at any point emerges that the DALI-boxes do not function properly in combination within the Enexis DALI-box Infrastructure.
- 15.4 In case there is any difference of opinion regarding the definition and/ or implementation of any solution between SUPPLIER and third parties, Enexis has the authority to make the final judgement on how to proceed.

16 COMMUNICATION AND INFORMATION

- 16.1 [SUPPLIER] shall be required to communicate in English and/or Dutch at all tiers of the Enexis' organization. With exception of field-staff trainings. These trainings have to be delivered in Dutch.
- 16.2 Before the commencement of the Framework Agreement Parties will inform each other in writing of the names of the persons who will on their behalf be involved in the execution of the Agreement, and who are authorized to represent Parties in all matters relating to the execution of the Agreement. A list of these names, functions and contact data will be attached as an appendix. The [SUPPLIER] shall notify the purchaser within a period of 3 weeks when key personal changes.
- 16.3 At Enexis' request, [SUPPLIER] shall be required to provide information to Enexis about this Agreement in any form whatsoever free of charge.

17 PENALTY

- 17.1 If the Supplier is unable to make the delivery within the agreed delivery time, a penalty clause will come into effect. This will consist of a penalty of 2% of the total price of the Distribution Automation Light boxes which have not been delivered on time, at the start of each week of delay.
- 17.2 The penalty as meant in the first section of this clause will not be more than 10% of the relevant price/order. The penalty is an addition to Enexis's other rights.
- 17.3 Clauses 17.1 will not come into effect if the delay in delivery is caused by Enexis and/or by force majeure.

18 LIABILITY

- 18.1 Liability of [SUPPLIER] as stipulated in Clause 15 of the GPC is limited to an amount of € 2.500.000,00 (two million five hundred thousand euros). The liability of [SUPPLIER] includes the costs related to restoring the supply of energy and costs of personnel of Enexis in relation to placing and connecting generators and other activities related to this. This liability does not include lost profits, loss of revenue, interruption of operation and/or operating losses, increased costs or loss of anticipated savings or loss of anticipated savings or any other consequential damages.
- 18.2 The limitation of liability mentioned in 18.1 shall however not apply if the damage is the result of deliberate recklessness and/or intention of [SUPPLIER] itself, its employees or third parties engaged by [SUPPLIER].

- 18.3 [SUPPLIER] will indemnify Enexis against outside contractual claims from third parties, among the stipulated in GPC Clause 12, insofar as they are caused by failure to comply with its contractual or legal obligations by [SUPPLIER].
- 18.4 [SUPPLIER] will indemnify Enexis and/or third parties for any personal injury suffered by Enexis and/or third parties resulting from the Goods and services delivered by [SUPPLIER] and for which [SUPPLIER] is liable under the common law principles of liability.
- 18.5 [Supplier]'s indemnification as is stipulated in 18.3 and 18.4 is not limited to the amount stipulated in 18.1.
- 18.6 Clause 15.2 GPC will not apply as the indemnification obligations are set forth in this Agreement.

19 INSURANCE

- 19.1 Clause 15.2, 15.3 and 15.4 of the GPC do not apply as Clause 19 of this Agreement prevails.
- 19.2 The [SUPPLIER] has adequately insured itself for its own account and will remain adequately insured for business liability, including (product) liability for damage to persons or Goods owned by Enexis or a third party.
- 19.3 The [SUPPLIER] upon request of Enexis and at its own expense, shall immediately present (a certified copy of) the policy and proof of payment of contributions in respect of the insurance referred to in 19.1 or a declaration by the insurer on the existence of this insurance. The [SUPPLIER] will not terminate or alter the Insurance Agreement concluded by or on behalf of it without the prior written permission of Enexis. Whenever the conditions of a new or modified insurance do not modify in disadvantage to Enexis, the written permission of Enexis is not necessary.
- 19.4 The [SUPPLIER] is not entitled to change the amount insured to the detriment of Enexis unless the abovementioned prior written permission has been obtained from Enexis. The insurance premiums owed by the [SUPPLIER] are considered to be included in the agreed prices and rates.

20 CONFIDENTIALITY

- 20.1 [SUPPLIER], its employees and the third parties engaged by it in the performance of the Agreement, will be obliged to observe strict confidentiality concerning all information that it became aware of directly from or pertaining to Enexis and in respect of which it is certain that it is confidential in nature or which it should reasonably understand to be confidential. The confidentiality obligation shall expire 5 years after the disclosure of the relevant confidential information with the restriction that disclosure of the relevant confidential information is done by Enexis or written consent of Enexis is obtained.
- 20.2 [SUPPLIER] will oblige Personnel involved by it in the performance of the Agreement to observe this confidentiality. It will be sufficient when [SUPPLIER] guarantees Enexis by means of a written declaration that personnel is bound to this non-disclosure agreement as desired by Enexis.
- 20.3 Without the advance, written approval of Enexis, [SUPPLIER] will not be allowed to publish the performance of the Agreement in any way.
- 20.4 Clause 11 of the GPC will not apply.

21 TERMINATION, APPLICABLE LAW, DISPUTES

- 21.1 Clause 14 GPC (Notice of Termination) is not applicable.
- 21.2 The last bullet of Clause 18.1 GPC is replaced by the following:
We will give a reasonable cure period beforehand if the Agreement is suspended due to a violation of the regulations as provided for in Clause 19 GPC.
- 21.3 Parties shall attempt to settle amicably any dispute arising from the creation, execution, termination and/or interpretation of this Framework Agreement and Orders concluded hereunder. We refer to Clause 23 of the GPC.

SIGNATURES

Agreed and drawn up in duplicate:

Enexis B.V.

[SUPPLIER]

Manager Procurement
Ms. M. Donkervoort

[Function]
[Date]

Date: _____ 2016

Date: _____ 2016

Director Asset Management
Mr. J.C.F.M. Peters

[Function]
[Date]

Date: _____ 2016

Date: _____ 2016

22 APPENDICES

- a. Memorandum of information;
- b. Tender Document: Invitation to Tender DALI-boxes;
- c. Appendix Accompanying letter
- d. Appendix Technical Specification;
- e. Appendix Communication requirements;
- f. Appendix Security requirements;
- g. Appendix 104-PID;
- h. Dutch Smart Meter Requirements: P1 Companion Standard;
- i. Appendix JSON over websocket_implementation guide
- j. Appendix Enexis General Purchasing Conditions 2013 (GPC);
- k. Appendix Enexis Additional Conditions for Logistics 2013;
- l. Appendix Enexis' Supplier Code of Conduct (SCoC);
- m. Tender from supplier;
- n. Request to participate documents from supplier.