

Supplementary Terms and Conditions for Instrumentation and Control Systems 08/10

1 Scope

These Supplementary Terms and Conditions for Instrumentation and Control Systems shall apply to purchase orders placed by Amprion GmbH.

2 Construction clearance

Construction clearance shall be considered to be the binding agreement for the execution, handling and acceptance of the project with regard to function, technology, scope and deadlines.

The construction clearance shall be granted by Amprion or the service recipient, provided all project details have been clarified and all construction clearance/execution documents, incl. agreed company-specific system specifications and detailed schedules, are available.

The Contractor shall be responsible for checking whether the provisions of the construction clearance documents are met by the hardware and software systems used and whether they meet the requirements of the request. This shall also be suitably documented (e.g. by means of reference lists) by the Contractor. The construction clearance shall not make Amprion or the service recipient in any way responsible for compliance with overriding regulations to be respected, for warranty, for the infringement of patents in force or for unauthorised deviations from the Amprion job definition.

In order to have the construction clearance/execution documents approved, the documents shall be provided to Amprion or the service recipient within 4 weeks following the receipt of the order for the respective project. Partial approvals are possible.

Amprion or the service recipient shall grant the construction clearance for the entire scope of supplies and services within 4 weeks following receipt of the documents in accordance with the schedule submitted by the Contractor.

The construction clearance documents shall include, but are not limited to, general equipment descriptions, cubicle and subrack layout diagrams, card insertions, power supplies, distributor assignments, software descriptions.

3 Planning

In so far as planning services have been commissioned, these shall include the planning of services to be provided by the manufacturer and those to be provided by the plant. Unless already provided for construction clearance, planning shall include the following services:

- Preparation of assembly clearance documents,
- Documentation of target points at the relevant delivery points (also for products provided by Amprion or the service recipient),
- Preparation of documents for planned inspections,
- Necessary coordination and agreement with other contractors.

4 Preliminary manufacturer's inspection

Prior to the manufacturer's inspection, the Contractor shall perform a preliminary manufacturer's inspection. In addition to manufacturer-specific inspections, this shall include the full scope of a manufacturer's inspection so that the latter may be performed in a proper manner and in due time. A precondition for starting the preliminary manufacturer's inspection shall be an inspection manual agreed with Amprion or the service recipient in due time (no later than 4 weeks before the beginning of the inspection). All inspection results shall be documented in the inspection manuals and submitted to Amprion or the service recipient at least 2 weeks before the beginning of the manufacturer's inspection. The outcome of the preliminary manufacturer's inspection should be faultlessness in order to be able to start the manufacturer's inspection.

5 Manufacturer's inspection

The manufacturer's inspection performed by the contractor shall include a visual inspection and the inspection of all data and functions of the equipment pertaining to the operational capability in accordance with the inspection manual. The manufacturer's inspection shall be performed by Amprion itself or by the service recipient on behalf of Amprion, and shall be done as random sampling. Amprion and the service recipient shall be entitled to conduct additional tests which go beyond random testing.

For this purpose, the complete data describing the system, which have been obtained by means of previous parameterisation, shall be used. For any installations whose types have been generally approved by RWE, the inspections shall be limited to the scope of the project.

For any installations not yet approved, additional inspections in accordance with the RWE directive on performing high voltage and IMC tests on substation/power system control equipment (RWE Richtlinie zur Durchführung von Hochspannungs- und EMV-Prüfungen an Stations- /netzleittechnischen Einrichtungen) shall be expected.

The inspections performed shall be documented by a mutually signed inspection log.

The Contractor shall be responsible for providing and operating auxiliary equipment.

In the event of faults, the manufacturer's inspection can be suspended until the fault has been remedied. However, it is also possible to continue the manufacturer's inspection and repeat it after all faults have been remedied; any additional expenses incurred by RWE shall be reimbursed by the Contractor in such a case.

6 Material

All material shall be delivered free location of use.

The beginning of the delivery of material shall be agreed with Amprion or the service recipient.

The Contractor shall be responsible for checking and safeguarding the material on the construction site, which includes material provided by Amprion.

7 Notification of readiness for shipment

Amprion and the service recipient shall be informed in writing about the readiness for shipment following a successful manufacturer's acceptance. This notification shall include the following details:

1. Number and date of purchase order,
2. Order item number,
3. Equipment and substation designation,
4. File type,
5. Number of units,
6. Year of manufacture/serial number,
7. Shipping date,
8. Shipping address,
9. Delivery notes.

A delivery note shall be issued as an accompanying document for each shipment and place of delivery. This delivery note shall contain the details of the notifications concerning the readiness for shipment.

8 Assembly

Assembly shall comprise the entire mechanical arrangement, cabling and earthing work up to the relevant transfer point, as defined in the specifications and required for the equipment's operability, although it may not be expressly listed in the specifications.

9 Preliminary on-site inspection

The preliminary on-site inspection shall include the testing of the operability of all systems covered by the project. A precondition for starting the preliminary on-site inspection shall be an inspection manual agreed with Amprion or the service recipient in due time (at least 4 weeks before the beginning of the inspection).

The inspection shall be performed by the Contractor upon the complete delivery of all parts and completion of assembly.

10 System completion

System completion shall be considered to be the time at which all equipment of the project is available for operation (after preliminary on-site inspection).

Moreover, the entire documentation for the equipment covered by the project shall be handed over.

The Contractor shall notify Amprion and the service recipient in writing about the completion of the system.

11 Instruction and handover

Following the written notification on the completion of the system, the Contractor shall be obliged to instruct Amprion and the service recipient according to the agreed schedule, and to hand over the equipment.

12 System acceptance

System acceptance shall include the checking of all equipment covered by the project for its operability, and shall also include 2 weeks of proper and failure-free operation.

System acceptance shall be performed by Amprion or the service recipient after the completion of the system and must be documented by a mutually signed acceptance report.

System acceptance shall not constitute an acceptance for the purposes of section 640 German Civil Code (BGB). The warranty period shall only start after successful acceptance as per clause 15.

13 Start-up

The start-up, i.e. the connection of the process to the substation, shall start after system acceptance and shall be performed by Amprion or the service recipient.

14 Trial operation

The trial operation shall last two months. It shall start with the start-up, but no later than 6 months after the end of system acceptance, and shall be reported to the Contractor in writing.

The start-up and the trial operation shall not constitute an acceptance for the purposes of section 640 BGB.

15 Acceptance / warranty

The acceptance under section 640 BGB shall occur after the successful completion of trial operation as specified in clause 14. For the acceptance, the parties to the contract or those commissioned by the parties to the contract with the acceptance shall jointly sign an acceptance report in which any defects identified during the acceptance are listed.

The Contractor shall guarantee that the supplies / services are free from defects for the duration of a warranty period of 24 months. This term shall start with the acceptance of the work after trial operation.

16 Delivery of spare parts - fault remediation (during the warranty period)

The following rules shall apply for the delivery of spare parts and remediation of faults during the warranty period:

- Spare parts shall be made available within three days (following request),
- Faults (definition according to DIN EN 13306) shall be remedied within three working days (following announcement),
- Faults in the application software and the operating system (incl. any hardware that may be required) shall be eliminated free of charge,
- Errors in hardware and software documentation, which only become known during the spare part and/or fault clearing service, shall be eliminated free of charge.

Functional compatibility shall be ensured during fault remediation.

17 Contractor's project manager

For the duration of contract implementation, the Contractor shall provide a project manager. The Contractor's project manager shall be the person responsible for the entire scope of supplies and services during the entire project period. He shall have the authority to decide, shall have organisational reach to all resources required for the project, and shall be the skilled and competent contact person for Amprion or the service recipient in all project matters. With regard to the scope of supplies and services to be delivered by the Contractor or any subcontractors employed, he shall be responsible for the deployment of the respective skilled staff and for providing this staff with timely and complete information. Therefore, the Contractor's project manager shall be familiar with all arrangements and agreements made during the request and tendering phase.

18 Contractor's site manager

The Contractor shall provide a construction supervisor who is responsible for the work in line with VDE 0105-100 for the entire project period.

19 Personnel deployment

In exceptional cases and if a factual reason exists, Amprion shall be entitled to refuse staff deployed by the Contractor.

20 Service software

With regard to the surrender of service software, the Contractor shall guarantee compliance with the specifications agreed.

The Contractor shall grant Amprion and the service recipient the unlimited, transferable, non-exclusive, irrevocable right to use the service software surrendered.

21 Third-party rights

The Contractor guarantees that all supplies and services to be provided by it are unencumbered by third party rights. In the event of an infringement of third party's rights, the Contractor shall, at the discretion of Amprion, either provide Amprion with the right of usage or make sure that the service/product to be delivered is not affected by any third party's rights.

Furthermore, the Contractor shall indemnify Amprion among themselves against all claims asserted by third parties with respect to infringements of property rights. Further claims and rights to which Amprion is entitled under law in this respect shall remain unaffected. The period of limitation for this liability to be assumed by the contractor shall be 10 years following acceptance.

22 Construction site security

The Contractor shall be responsible for providing a security service for the construction site, including surveillance of the existing material, equipment and construction site equipment as well as the property of the Contractor's staff.

23 Data protection

(1) Amprion is entitled to collect, process and use data obtained under the contractual relationship within the meaning of the German Data Protection Act (BDSG) in its latest valid version and to pass on such data to companies affiliated with Amprion under sections 15 ff of the German Stock Corporation Act (AktG).

(2) To safeguard operational routines and to meet Amprion's safety requirements, the performance of orders involves the collection, processing and use of personal data whilst observing the provisions of the German Data Protection Act (BDSG). This refers, in particular, to data and images of security components (e.g. ID cards, ID card management systems, time/access and video systems, etc.), of Amprion IT and telco components as well as to infrastructures connected with the same.

The Contractor shall ensure that any ID cards it receives are not abused or shared with third parties. Where applicable, they shall be visibly displayed by the relevant persons on RWE premises; any loss shall be reported to Amprion immediately.

Any information processing and/or telecommunications resources supplied by Amprion (e.g. personal computers, landline telephones, mobile telephones, Blackberries, software, Internet access, e-mail, etc.) may only be used as part of performing an order and shall not be used for private purposes.

The Contractor shall ensure that all its agents entrusted with performing an order (e.g. permanent staff, temporary staff etc.) are instructed concerning the aforementioned points before the performance of work/services and that they are placed under suitable commitments. Any such agents shall subsequently also be placed under an obligation to assume proper conduct and to comply with the relevant RWE regulations.

When engaging subcontractors, the Contractor shall ensure that those subcontractors enter into the same commitments through suitable contracts.

The Contractor shall provide evidence of implementation of these points towards Amprion upon request.

(3) Any details shared by the Client shall not be used for the purpose of advertising or market/opinion research unless written permission has been given for this purpose by the Client or the agreed service allows this explicitly.

24 Disclaimer

Those general terms and conditions are drawn up in German and English language. In the event of any contradictions or discrepancies between the English and the German version, the German version shall prevail.

Last updated: August 2010