

## Supplementary Terms and Conditions to the General Terms and Conditions of Purchase and Payment (EZB) of Amprion GmbH - Grids

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### 1. Service provision and remuneration

- 1.1 The agreed prices shall represent full remuneration for all deliveries and services provided by the Contractor, which form an element of the contract according to the terms and conditions of the purchase order and customary practice in the respective industry.
- 1.2 Explicit reference shall be made to all services/changes required or requested, which are not included in the purchase order. Before beginning such work, the Contractor shall have the written supplementary proposal – based on the prices of comparable services in the specifications - confirmed by Amprion GmbH, hereinafter referred to as “Amprion”.
- 1.3 Any unforeseen difficulties shall be recorded by Amprion or another service recipient named in the purchase order (hereinafter referred to as “service recipient”) with the assistance of the Contractor giving the reasons for the difficulties and the expense incurred. Remuneration shall take place based on reasonable additional expense, which the Contractor shall bill according to the written supplementary purchase order, except where a fixed price was agreed.
- 1.4 Where the quantity provided of a service or part thereof quoted under an itemized price deviates by not more than 10 per cent of the scope specified in the contract, this shall not affect the itemized price contractually agreed. In the event of changes of more than 10 per cent of the planned quantity, either party may request renegotiation of the itemized price taking the additional or lower costs into account.

### 2. Execution

- 2.1 All working documents (descriptions, drawings, samples etc.), which the Contractor has received without charge from the service recipient, shall remain the property of the service recipient. They shall be treated as confidential and shall be returned in full to the service recipient on completion of the work.
- 2.2 The Contractor shall verify that all working documents made available by the service recipient are correct and complete as part of its orderly fulfilment of the contract. Prior to beginning work, the Contractor shall explicitly point out any apparent or suspected deficiencies to the service recipient. In the event that the Contractor has reservations with respect to the planned work (especially regarding the prevention of accidents), with respect to the type and quality of materials or components provided by the service recipient or in terms of the services provided by other companies being free from defects, the Contractor shall notify the service recipient of the same in writing without delay – wherever possible prior to beginning work.
- 2.3 Except where otherwise agreed, drawings, calculations and other working documents, which the Contractor has to provide according to the contract, and especially according to the technical contract conditions or customary practice, shall become the property of the service recipient without specific remuneration.
- 2.4 The service recipient is entitled to check that the work has been performed according to the contract. On request, the service recipient shall be granted access to places of work, workshops and storage areas in which the contracted work or parts thereof are produced, or where materials and components intended for that purpose are stored. On request, any working drawings or other working documents of the Contractor, and the results of quality inspections, shall be submitted for review and information be given in this respect. The service recipient shall treat any secret information and documents confidentially.
- 2.5 The Contractor shall be solely responsible for the completion of the work ordered. Where the Contractor makes use of a representative in this respect, the name of such representative shall be notified to the service recipient before the work begins. In the event of imminent danger, the service recipient may take all necessary measures itself.
- 2.6 The Contractor shall obtain all necessary approvals/permits required to complete the work, observe any notification requirements and notify the landowner and, where applicable, the responsible authorities in good time of its intention to enter the land/places of work before commencing any building work. The agreed prices shall cover the costs and fees for any approvals/permits required.
- 2.7 Where work is to be performed on a plant or system currently in operation, the Contractor shall avoid any disruption to operations or minimize it as far as possible. The Contractor shall notify the service recipient of any disruption to operations that it foresees.
- 2.8 Materials provided by the service recipient shall be inspected for apparent defects on acceptance and on installation. Any defects detected shall be notified to the service recipient without delay. Otherwise, such defects shall not represent reason for any claim, nor excuse any consequences for completion of the work. The Contractor shall store any materials produced as a result of disassembly and/or any repairs free of charge and with due care until surveyed on site or returned. The storage shall be in such a way that subsequent re-use is possible.
- 2.9 The Contractor undertakes to maintain the site of the work in an orderly condition, to tidy it up and clean it. On completion of the work, the Contractor shall clear the storage and working areas, access routes and the site itself and restore them to an orderly condition. The Contractor shall take any costs to be incurred in this respect into account in the agreed prices.
- 2.10 The Contractor undertakes to perform all work with such care that damage to buildings, roads and paths etc. is avoided or minimized as far as possible.

### 3. Completion dates – deadlines

- 3.1 The Contractor shall agree completion dates with the service recipient.
- 3.2 The service recipient may request the Contractor to interrupt work if such is necessary to ensure the quality of the work (e.g. in unfavourable weather conditions).

### 4. Liability and risk

- 4.1 Amprion shall assume no liability for the property of the Contractor or for that of the Contractor's employees.
- 4.2 On request, the Contractor shall adequately insure any materials provided, any semi-finished or finished products and provide evidence of same.

### 5. Acceptance

The costs of repeated acceptance that may be requested by both parties shall be borne by the party that is responsible for repetition.

**6. Liability for defects**

The service recipient is entitled to continue use of defective products or services free of charge until such defects are eliminated or a replacement is delivered.

**7. Security and contractual penalties**

7.1 Amprion is entitled to withhold 5% of the invoiced amount as security for the duration of the warranty period. Amprion shall pay interest on the withheld security amount, during the warranty period, at a rate appropriate to the date of withholding. The Contractor is entitled to replace the security amount with a guarantee regarded as adequate by Amprion.

7.2 Where the Contractor is responsible for failure to meet binding deadlines, Amprion shall be entitled to a contractual penalty. The contractual penalty shall be 0.3% of the order amount per working day with a maximum of 5%. RWE Service is entitled to assert rights to the contractual penalty even in the event that it has not reserved the right to assert such rights on acceptance of the work. Rights to a contractual penalty may be asserted until final invoice. Rights of Amprion arising from delay and, in particular, rights of Amprion to compensation for damage above and beyond the contractual penalty shall remain unaffected. However, the contractual penalty shall be offset against any such claims.

**8. Hourly paid work**

Hourly paid work may be performed only with the explicit approval of Amprion. Where approval has been granted, the remuneration rates and any ancillary costs shall be subject to prior written agreement. Verification of hourly paid work shall be submitted at the latest with the invoice.

Timesheets shall be confirmed daily in writing by the service recipient. They shall contain the following information:

- Name of the Contractor (company) – Amprion order number,
- Name, location and situation of the site,
- Name and function of the person employed (e.g. fitter, specialist fitter etc.) and the total hours worked by him or her on that day with indications of times,
- Description of the work carried out,
- Number of hours worked, with times, which are subject to allowances under collective bargaining agreements (e.g. extra, night, Sunday and holiday work),
- Quantity or weight and type of any goods delivered insofar as these are subject to specific remuneration – use of vehicles and equipment where same is subject to specific remuneration.

**9. Work charged by volume**

Work to be charged by volume shall be invoiced according to the dimensions jointly measured and recognized at the agreed prices.

**10. 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 Amprion 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.