



# General terms and conditions of purchase

## EPZ in Borssele, the Netherlands

N.V. Elektriciteits-Produktie­maatschap­pij Zuid-Nederland

Zeedijk 32, 4454 PM Borssele, tel. +31 (0)113 - 356 000, [info@epz.nl](mailto:info@epz.nl), [www.epz.nl](http://www.epz.nl)



## Table of Contents

Clause 1	Definitions .....	3
Clause 2	Scope .....	3
Clause 3	Corporate Social Responsibility .....	3
Clause 4	Conclusion of the Agreement .....	3
Clause 5	Prices .....	4
Clause 6	Delivery .....	4
Clause 7	Invoicing and payment .....	4
Clause 8	Quality and warranty .....	4
Clause 9	Examination, inspection, checks and tests .....	5
Clause 10	Standards and specifications .....	5
Clause 11	Changes and contract variations .....	5
Clause 12	Liability/insurance .....	6
Clause 13	Force majeure .....	6
Clause 14	Termination .....	6
Clause 15	Confidentiality .....	7
Clause 16	Intellectual and industrial property rights/Source code .....	7
Clause 17	Hazardous Substances .....	7
Clause 18	Transfer .....	8
Clause 19	Nullity .....	8
Clause 20	Applicable law and disputes .....	8

## Supplementary provisions pertaining to the delivery of Goods

Clause 21	Packaging and dispatch .....	8
Clause 22	Ownership and risk .....	8
Clause 23	Spare parts .....	9

## Supplementary provisions pertaining to the provision of Services

Clause 24	Execution of Services in accordance with the Agreement .....	9
Clause 25	Legal obligations and rules and regulations applicable at EPZ .....	9
Clause 26	Access and Visits .....	9
Clause 27	Execution of Services in the nuclear section of the nuclear power plant .....	10
Clause 28	EPZ Work Permits .....	11
Clause 29	Personal Health and Safety .....	11
Clause 30	Health, Safety and Environmental Plan .....	11
Clause 31	Amendments and additions to safety regulations .....	11
Clause 32	Unsafe situations .....	11
Clause 33	Reporting of injury and damage .....	12
Clause 34	Strike .....	12
Clause 35	Nuisance .....	12
Clause 36	Interruption of Services .....	12
Clause 37	Reporting .....	12
Clause 38	Electrical power and water .....	12
Clause 39	Storage of items and location of building huts .....	12
Clause 40	Waste and residual products .....	12
Clause 41	Resources .....	12
Clause 42	Equipment provided by the Supplier .....	13
Clause 43	Vicarious tax liability and recipients' liability .....	13

## Clause 1 Definitions

### Agreement

Each legal relationship to which these purchase terms and conditions apply by virtue of Clause 2, also including a framework agreement, which entails an agreement between EPZ and the Supplier concerning a longer period and giving an outline description of the Goods and/or Services to be supplied;

### Assignment(s)

The written assignment for the provision of Goods and/or Services;

### Delivery

The entirety of the performance to be delivered by the Supplier under the Agreement;

### EPZ

N.V. Elektriciteits-Produktie­maatschappij Zuid-Nederland (EPZ), having its registered office and its place of business at Zeedijk 32 (4454 PM) in Borssele, the Netherlands;

### Goods

Items and property rights, including software;

### Hazardous Substances

EPZ defines hazardous substances as substances or products, both single and compound, which during storage, transport, use or removal, due to the substance's properties can entail a risk of danger to personal health, occupational safety or the environment or can have an undesirable effect on process conditions or installations;

### KCB Site

The nuclear power plant and the enclosed site surrounding the nuclear power plant;

### Parties

The Supplier and EPZ;

### Purchase Order

A written confirmation of the Assignment given to the Supplier by EPZ;

### Services

The provision of services, creation of work and execution of work, explicitly excluding work pursuant to an employment contract;

### Service Provider

Person who provides services on behalf of the Supplier;

### Supplier

The other party to the Agreement with EPZ.

## Clause 2 Scope

1. These general purchase terms and conditions apply to all requests, offers, Assignments and Agreements in which respect EPZ acts as the purchaser of Goods and/or Services. These purchase terms and conditions form an integrated part of the relevant Assignment from EPZ.
2. The Supplier's terms and conditions (including general terms and conditions of sale), regardless of what they are called, are expressly excluded.
3. These terms and conditions may only be varied with the Parties' express written agreement to such variation.
4. In case of any conflict the Dutch original version of these EPZ General Terms and Conditions of Purchase will prevail over the English translation, or any other translation thereof.

## Clause 3 Corporate Social Responsibility

1. The Supplier is deemed to act in accordance with the principles of Corporate Social Responsibility and to demonstrably observe all relevant laws and regulations in its business operations in general and in the performance of the Agreement in particular, expressly including, but not limited to, provisions concerning competition, environment, safety, health and working conditions.
2. EPZ reserves the right to perform an audit or similar check at the Supplier from time to time, or to have such performed by a third party.
3. EPZ also reserves the right to request a signed integrity statement from the Supplier.

## Clause 4 Conclusion of the Agreement

1. An Agreement is concluded when EPZ sends the Purchase Order to the Supplier.
2. At EPZ's request, the Supplier is obliged to confirm the Assignment (or the sub-assignment) in writing within 14 days or to perform the Agreement.
3. An offer to supply Goods or to perform Services is irrevocable. An offer is valid for at least 60 days.
4. Reciprocal written communication will take place by means of post, email or fax, which communications will be accepted by the Parties as evidence.
5. EPZ reserves the right to make amendments and additions to the Supplier's offer. In that case, the Agreement will be formed when EPZ receives written confirmation of the Assignment from the Supplier or when the Supplier actually commences performance of the Agreement.
6. Amendments and additions to an Agreement are only valid following written confirmation by EPZ.

## Clause 5 Prices

1. Prices are fixed, exclusive of VAT and, unless expressly agreed otherwise, are expressed in Euros.
2. If it has expressly been agreed that prices will be reviewed in the event of changes to the price of materials, exchange rates, wage levels, social security contributions or taxes other than tax on profits, the following will apply:
  - a) The revision method and the factors which are refundable must be stated in the offer of the Supplier, as accepted by EPZ;
  - b) Revision takes place only if the difference in price exceeds certain limits agreed in advance;
  - c) The changes will only be factored in if such changes take place between the date of the offer and the formation of the Agreement;
  - d) An increase in the refundable factors following expiry of the agreed delivery period shall lead to a revision, unless the delivery period was exceeded due to force majeure, as referred to in Clause 13, or is attributable to EPZ;
  - e) A decrease in the prices that can be factored in prior to the actual Delivery will always result in a revision;
  - f) A price increase ensuing from an increase in the price of materials will not be factored in if and to the extent that the Supplier has omitted to take such action as may reasonably be expected from a proper Supplier to limit the price risk associated with the purchase of the materials and parts necessary for performance of the Agreement;
  - g) No profit settlement shall take place with regard to differences arising from the revision.
3. Prices apply for Delivery Duty Paid (DDP), unloaded at the place of Delivery indicated in accordance with the most recent Incoterms.
4. The remuneration agreed for Services includes all costs to be incurred by the Supplier in professional performance of the Services, including the Supplier's travel and accommodation costs as well as those of the persons charged by the Supplier with performance and supervision of performance, insurance costs, costs of taxes and contributions payable by the Supplier in providing the Services or supplies, with the exception of VAT.

## Clause 6 Delivery

1. The Delivery must take place in accordance with the written Agreement as stated in the Assignment from EPZ, at the agreed location, at the agreed time, in the agreed amount and with the agreed level of quality and with the corresponding documents.
2. Unless expressly agreed otherwise, the Delivery will take place at EPZ.

3. Upon entry to the EPZ site, drivers and co-drivers must be able to provide proof of identity by means of a valid passport or identity document. A driving licence is **not** accepted as proof of identity.
4. The Delivery will include all documentation necessary for EPZ to be able to use the Delivery properly and to maintain it or have it maintained properly, as well as any proofs of inspection, examination, testing, checks and guarantee and the user manual, all of which should be in the Dutch language or, with written permission of EPZ, in another language.
5. If certificates are required, to be further specified in the Assignment, the certificates should be delivered with any accompanying test documents as part of the Delivery. Payment can only be made once the materials as well as the certificates are fully in EPZ's possession. The Supplier must enclose the certificates with the Delivery.
6. Delivery does not imply acceptance.

## Clause 7 Invoicing and payment

1. Invoices will be sent at the same time as or immediately following the Delivery, with reference to the assignment number, to the billing address supplied, with full specification of the quantity and type and otherwise according to EPZ's instructions.
2. Payment will be made in the currency in which the price is expressed, with deduction of any credit restriction, within 30 calendar days of receipt of the invoice, provided that the Delivery was made in accordance with the Agreement. Payment in no way whatsoever implies approval of the Delivery or waiver of any rights.

## Clause 8 Quality and warranty

1. The Supplier warrants that the Delivery will be made as agreed and that the Goods delivered are new, the Delivery is free from defects, is suitable for the purpose for which it is intended, and that it meets the relevant statutory requirements and government regulations as well as the requirements applied within the professional field as regards safety and quality standards.
2. The Supplier will provide a warranty in respect of the Delivery for a period of at least 2 years from the moment the Delivery is approved. Expiry of the period of warranty does not affect EPZ's statutory and contractual rights. The warranty will in any event entail that the Supplier will remedy any defect of which it is notified in writing by EPZ within the warranty period, as quickly as possible and without charge to EPZ.
3. If, pursuant to this obligation, the Supplier has performed Services and/or has altered, repaired or replaced Goods or parts of these, then as regards these Services, Goods or parts, the full period of warranty will come into operation again with effect from the approved completion of the work under the warranty and/or the rectified deliveries.

## Clause 9 Examination, inspection, checks and testing

1. Examination, inspection, checks and/or testing of the Delivery by or on behalf of EPZ may take place before, during or after the Delivery. For this purpose, the Supplier will grant access to the locations where the Goods are manufactured or stored and will cooperate in the examinations, inspections, checks and/or testing required by EPZ. This cooperation also entails provision at the Supplier's expense of the required documentation and information.
2. At EPZ's request, the Supplier will inform EPZ of the dates and times at which inspections, examinations, checks and/or testing can take place in good time, without EPZ being obliged to actually conduct these at the dates and times indicated.
3. The Supplier is authorised to be present at the examinations, inspections, checks and/or testing conducted by or on behalf of EPZ.
4. If and as often as it transpires upon inspection, examination, checks and/or testing prior to the Delivery that any Goods or Services do not satisfy the requirements set, the Supplier will immediately bring about the necessary improvements or see to replacements without additional cost to EPZ, after which a renewed inspection will take place. Rejection does not constitute a reason for extending the delivery period.
5. The costs of inspections, examinations, checks and/or testing will be borne by the Supplier, with the exception of the costs of personnel of EPZ and/or its authorised representatives who are charged with the inspection. The costs of reinspections, reexaminations, subsequent checks and/or subsequent testing will be borne by the Supplier, in which case the costs of personnel of EPZ and/or its authorised representatives who are charged with the inspection will also be borne by the Supplier.
6. Acceptance only takes place when EPZ has given its written approval of the Goods and/or Services or, in the event of conditional approval, when the outstanding points have been addressed to the satisfaction of EPZ as indicated by it in writing.
7. If upon inspection, examination, checks and/or testing at or after Delivery, the Delivery is rejected in whole or in part, EPZ will inform the Supplier in writing and EPZ will have the right, without any notice of default or judicial intervention being required, to either give the Supplier the opportunity as yet to effect the Delivery in accordance with the (purchase) Agreement or to cancel the Agreement.
8. In the event of total or partial rejection of the Delivery, the ownership and risk are deemed to have remained with the Supplier and thus never to have transferred to EPZ.
9. Irrespective of the results of any inspection, examination, checks and/or testing, if it transpires that the Delivery does not satisfy the provisions in Clause 8, EPZ reserves all rights related to this shortcoming under statute or under the Agreement.

10. If, following consultation with the Supplier, EPZ is of the opinion that the Supplier will not/cannot or will not/cannot in a timely manner or properly see to repair or replacement of the Delivery, EPZ is entitled to repair it (or have it repaired) or to replace it (or have it replaced) at the Supplier's expense. EPZ can dispense with consultation if business operations or other pressing circumstances so require.
11. If an inspection, examination, checks and/or testing are carried out in consultation by a recognised, independent expert authority in the field, the result will be binding on the Supplier and on EPZ. This applies mutatis mutandis to reinspection, reexamination, subsequent checks and/or subsequent testing.
12. Inspection, examination, checks and/or testing in accordance with the provisions of this Clause do not release the Supplier from its obligations under the Agreement and the Delivery does not entail acceptance or passing of risk.
13. The Supplier is obliged to expressly make known that inspected or checked Goods are intended for EPZ.

## Clause 10 Standards and specifications

1. To the extent that the documents accompanying the Assignment do not expressly provide otherwise, the relevant European standards and specifications apply to the Delivery. In the absence of European standards and specifications, the relevant Dutch standards apply to the Delivery.
2. For performance of the Agreement (and also prior to its commencement), contract documents, drawings, models, specifications, instructions, inspection regulations etc. made available or approved by EPZ form part of the Agreement to the extent that they are not contrary to the Agreement.

## Clause 11 Changes and contract variations

1. With due observance of fairness and reasonableness, EPZ is entitled to require the Supplier to make changes to the nature and volume of the Goods and/or the nature and scope of the Services to be provided. The changes may not be of such nature that it could reasonably be assumed that the Supplier would not have entered into the (purchase) Agreement if it had known about the changes in advance. EPZ will provide a written specification of the changes desired.
2. Within 10 calendar days of the dispatch of the written specification as referred to in the first sub-clause of this Clause, the Supplier will inform EPZ of the consequences that the changes would have for price, scope of supply and delivery period. If agreement is reached regarding price, scope of supply and delivery period, EPZ will provide the Supplier with a change order.
3. The Supplier must request for the express written permission of EPZ for all changes desired by the Supplier. The submission of drawings without written explanation is not sufficient for this purpose. As regards changes in respect of which the drawings or design have already been approved



by EPZ, prior written permission from EPZ is nonetheless required. All costs that might arise as a result of failure to comply with these provisions are to be borne by the Supplier.

4. If improvements can be made during the design, production or performance of Services, the Supplier will inform EPZ of such in writing and will make those improvements at EPZ's request if this will not involve extra costs as regards the Delivery or extension of the delivery period. On the basis of the offer made, EPZ will decide whether or not to make use of that offer. If, however, that would be the case or if there is work that has been budgeted but would not be performed, the Supplier must make an offer with regard to the changes concerned including notification of the consequences for the delivery period and/or the price.
5. EPZ is only obliged to pay for additional work if it has commissioned in writing. The manner of settlement in respect of budgeted but non-performed work will be determined in mutual consultation, unless otherwise agreed in writing.

## Clause 12 Liability/insurance

1. The Supplier is obliged to pay compensation for all damage attributable to the Supplier that EPZ suffers due to or in connection with the execution of the Agreement. The Supplier is not liable for consequential damage and/or indirect damage suffered by EPZ in connection with performance of the Agreement, including (and limited to) loss of profits, loss of income, loss of production and cost of capital.

The maximum direct liability of the Supplier for attributable damage resulting from the performance, non-performance or incorrect execution of the Agreement by the Supplier amounts to:

- A maximum of EUR 2,500,000 per insurance claim for Assignments with a total value of a maximum of EUR 500,000; and
- A maximum of EUR 5,000,000 per insurance claim for Assignments with a total value higher than EUR 500,000;
- unless the actual damage is greater than the amounts referred to and the Supplier is insured for such damage. The limitations to the Supplier's liability referred to above are expressly excluded in the event of personal injury, intent, wilful misconduct or gross negligence.

2. The Supplier indemnifies EPZ against all claims by third parties for compensation for damage that arises due to or in connection with the execution of the Agreement. In this sub-clause, third parties are also deemed to include EPZ's personnel and those who are working on the instructions of EPZ.
3. Unless the intent, wilful misconduct or gross negligence of EPZ or its personnel is proven, EPZ is not liable for any damage that might be incurred by the Supplier, its personnel or other people involved by the Supplier in the execution of the Agreement, including damage to and loss of property.
4. The Supplier is obliged to take out adequate insurance to cover its liability and risks as described in the preceding sub-clauses.
5. At EPZ's first request, the Supplier will submit a copy of an

insurance certificate demonstrating that it has taken out the necessary insurance.

6. If, in connection with any liability that it may have to EPZ, the Supplier can assert a claim for an insurance payment, the Supplier must ensure that such payment is made directly to EPZ. To this end, EPZ can require that the Supplier concludes the insurance agreement also for the benefit of EPZ, or that the Supplier assigns any insurance claim to EPZ, such at EPZ's discretion.
7. The Supplier's insurance does not lead to a limitation of its liability or to EPZ's joint liability.

## Clause 13 Force majeure

In the event of non-attributable non-performance of the obligations under the Agreement as referred to in Article 6:75 of the Dutch Civil Code (hereinafter "force majeure"), the Parties will immediately inform each other of such, as well as of its expected duration. The performance of the Parties' obligations will be suspended for the duration of the force majeure event, unless this situation lasts longer than 2 months or the nature of the Agreement dictates otherwise. In both cases, either Party is entitled to terminate the Agreement without being obliged to pay any form of damages.

## Clause 14 Termination

1. EPZ is entitled to terminate the Agreement prematurely by means of a written notice to the Supplier, provided that sufficiently serious reasons are stated. The Supplier must cease performance of the Agreement as soon as it receives the written notice. At such time, EPZ and the Supplier will hold consultations regarding the consequences of such termination, with the basic premise being that EPZ will have no obligation in such cases other than compensation for costs that can be demonstrated to have been incurred. Compensation for costs will not be provided in the situations described in sub-clauses 2 and 3 of this Clause.
2. EPZ is entitled to terminate the Agreement with immediate effect and without judicial intervention if, having been given notice of default and having been granted a reasonable period to remedy the default, the Supplier does not perform its obligations pursuant to the Agreement or does not do so in a timely fashion or properly. EPZ's payment obligation will be suspended simultaneously with the notice of default.
3. Furthermore, EPZ is entitled to terminate the Agreement with immediate effect, without further notice of default, if one of the following situations occurs at the Supplier:
  - a) cessation or disposal of its company or a significant part of it;
  - b) suspension of payments has been applied for or declared, or a winding-up petition has been filed or declared;
  - c) an attachment has been levied on a substantial part of its business assets.
4. All claims that EPZ may have or acquire against the Supplier pursuant to this Clause will be immediately and fully due and payable.

## Clause 15 Confidentiality

1. The Supplier undertakes vis-à-vis EPZ to observe the confidentiality of all information that it has become aware of from or with regard to EPZ, whether or not directly, both in writing and orally, the confidential nature of which has been established or should reasonably be appreciated by the Supplier.
2. Depending on the nature and scope of the Assignment, EPZ reserves the right to request a separate confidentiality statement from the Supplier corresponding to a model to be supplied by EPZ.
3. The Supplier undertakes to impose the same duty of confidentiality in writing on third parties it engages in the performance of the Agreement.
4. EPZ is entitled to require that persons who are charged by the Supplier with the performance of the Services or supervision thereof sign a confidentiality statement corresponding to a model to be provided by EPZ.
5. Without prior written permission from EPZ's Internal and External Communications department, the Supplier must not give any form of publicity to the execution of the Agreement.
6. If performance of the Assignment by the Supplier requires documents such as drawings, diagrams, descriptions etc. to be reproduced or to be given to third parties for inspection, this will not be done until written permission from EPZ has been obtained.
7. Breach of the duty of confidentiality can constitute a ground for EPZ to terminate the Agreement.
8. The duty of confidentiality will persist for 10 years after termination or completion of the Agreement. When the Agreement ends, or at EPZ's request, the Supplier is obliged to return all of EPZ's data and documents immediately. In the event of failure to comply with this, the duty of confidentiality remains in full force.

## Clause 16 Intellectual and industrial property rights/Source code

1. Unless agreed otherwise in writing, all data and documents that EPZ makes available to the Supplier for the purposes of execution of the Agreement and that are the property of EPZ or regarding which EPZ has intellectual and/or industrial property rights, remain EPZ's property and the Supplier must respect EPZ's rights in this regard. When the Agreement ends, or at EPZ's request, the Supplier is obliged to return all of EPZ's data and documents immediately.
2. If and to the extent that the Supplier or any third party can assert intellectual and/or industrial property rights in respect of the Goods, the Supplier grants EPZ a right to use the Goods, which right is unlimited and indefinite in time and scope. The right of use includes the right for EPZ to grant its customers and third parties a right to use the Goods. EPZ likewise acquires, to as full an extent as possible, a right to use inventions applied or developed by the Sup-

plier in the context of execution of the Agreement. Unless otherwise agreed in writing, EPZ does not owe any separate payment to the Supplier for this.

3. The Supplier warrants the free and undisturbed use by EPZ of the Goods supplied, as well as of any inventions applied and/or developed by the Supplier in the context of the Agreement. The Supplier warrants that, in performance of the Agreement, it will not infringe the industrial and intellectual property rights of third parties. The Supplier indemnifies EPZ against claims by third parties for compensation for damage due to infringement of their industrial and intellectual property rights.
4. In the event of any infringement as referred to in sub-clause 3 of this Clause, the Supplier is obliged to acquire a right of use for the benefit of EPZ or, if this is impossible, to replace the Goods supplied with equivalent Goods that do not infringe the intellectual and/or industrial property rights of third parties, or to change the Goods such that the infringement is eliminated, all this in consultation with EPZ as well as on the condition that the Goods continue to satisfy the relevant provisions in the Agreement and are suitable for the purpose for which they are intended.
5. If the Agreement provides for the development of software or if the Delivery includes the provision of software, the Supplier is obliged, at EPZ's request, to file the source code with an independent third party under conditions to be agreed, so that EPZ can gain access to this source code in the event of the liquidation of the Supplier or in the event that, for other reasons, the Supplier is no longer in a position or willing to carry out maintenance of the software and/or to make the software available.

## Clause 17 Hazardous Substances

1. With respect to the Delivery of or the working with Hazardous Substances and their auxiliary materials on the EPZ (work) site and in EPZ buildings, the Supplier must request prior written permission for their use from the relevant EPZ contact person. The Supplier must take into account the time required to acquire permission. The Supplier must acquaint itself with the permitted Hazardous Substances in advance, and must note in this respect that the conditions that apply on the KCB Site are different to those that apply on other EPZ sites. A list of the Hazardous Substances is available on the EPZ website: [www.epz.nl](http://www.epz.nl). The Supplier is fully responsible for obtaining permission.
2. *Product and Material Safety Data Sheets*  
A product data sheet and a material safety data sheet (also known as MSDS) must be provided to EPZ by the Supplier on the basis of statutory requirements.

In the event of a Delivery of Hazardous Substances, such as chemicals and auxiliary materials in the categories mentioned above, the material safety data sheet must be provided on or upon the first delivery of the substance. If one or more changes relevant for the health or safety of employees or relevant for the environment occurs to the information set out in the material safety data sheet, a revised material safety data sheet must be provided. The material safety data sheet must comply with, inter alia, REACH (1907/2006).

3. *Consequences of failure to comply*  
If and to the extent that Hazardous Substances for which the necessary exemptions have not been granted and/or for which the relevant product or material safety data sheets have not been provided are nevertheless found to be present, these will be removed from the site or the buildings by or on behalf of EPZ. EPZ will pay no compensation for costs and waiting time incurred in this regard. These costs incurred by EPZ and/or third parties will be borne by the Supplier.
4. *Packaging of Hazardous Substances*  
The packaging of Hazardous Substances must be labelled and effected in accordance with statutory regulations, so that the content is clear and a restriction of use to that which has been agreed can be guaranteed Hazardous Substances brought onto the KCB Site must be presented for checking by EPZ in advance, irrespective of the objectives of the use.
5. *Asbestos*  
The use of asbestos and ceramic fibres is prohibited.

## Clause 18 Transfer

1. The Supplier may not assign the rights and obligations ensuing for the Supplier from the Agreement to third parties, in whole or in part, without prior written permission from EPZ.
2. The Supplier may not subcontract the performance of its obligations under the Agreement to third parties, in whole or in part, without prior written permission from EPZ. The prior consent of EPZ must also be obtained for the deployment of personnel hired from elsewhere. EPZ is entitled to impose conditions on its permission. Any permission does not release the Supplier from its obligations pursuant to the Agreement.
3. If the Supplier engages one or more third parties for the performance of the Agreement with EPZ's permission, the Supplier will give effect to the provisions from the Agreement in its agreement with those third parties, if applicable.
4. Permission from EPZ given under this provision does not affect the Supplier's liability for the conduct of any third parties engaged.

## Clause 19 Nullity

The nullity of any provision of the Agreement will not affect the validity of the remaining provisions. Such a provision will be replaced by a provision that approaches the purpose and purport of the original provision as closely as possible.

## Clause 20 Applicable law and disputes

1. The Agreement and all agreements ensuing from it are governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG) (the "Vienna Sales Convention") is excluded.

2. All disputes (including disputes that are only considered as such by one of the Parties) that may arise by reason of the Agreement or any of the agreements between the Parties ensuing from it will be adjudicated by the competent court in the district of Middelburg unless there is a mandatory legal provision to the contrary.
3. In derogation of the provisions of the second sub-clause of this Clause, EPZ is entitled to stipulate that the dispute shall be settled by arbitration in accordance with the Rules of the Netherlands Arbitration Institute (NAI) in Rotterdam.

## Supplementary provisions pertaining to the delivery of Goods

### Clause 21 Packaging and dispatch

1. Goods must be well packed and marked in accordance with EPZ's packaging instructions, regarding which the use of unnecessary or undesired packaging materials should be avoided due to environmental considerations.
2. All packaging, with the exception of loaned packaging – indicated as such by the Supplier – becomes the property of EPZ upon Delivery. EPZ can waive this right to acquisition of property at any time and can oblige the Supplier to take back the packaging.
3. Return of loaned packaging and packaging that EPZ does not wish to own will be made at the expense and risk of the Supplier and to a destination to be provided by the Supplier. If the Supplier does not provide a destination, EPZ is entitled to send the packaging to the Supplier's address at the Supplier's expense.
4. The Supplier is liable for damage that occurs due to or in connection with the fact that the packaging does not satisfy the provisions in the first sub-clause.

### Clause 22 Ownership and risk

1. Delivery of the Goods will be Delivery Duty Paid (DDP), unloaded at the place of Delivery indicated in accordance with the most recent Incoterms. The ownership of and risk of the Goods to be delivered will pass to EPZ when EPZ receives the Goods at the agreed place of Delivery.
2. If there is a total or partial rejection by EPZ, the ownership and risk of the Goods will remain with the Supplier and will not pass to EPZ.
3. In case of advance payment, ownership of the Goods to be delivered passes to EPZ as soon as the advance payment for the Goods is made or as soon as EPZ requires the passing of ownership prior to the Delivery. At such time, the Supplier will mark the Goods concerned as being the known property of EPZ and will indemnify EPZ against loss, damage and the exercise of rights by third parties. The Goods are at the Supplier's risk between the moment of passing of ownership and the moment of actual Delivery. The Supplier is obliged to insure the Goods referred to in the previous sentence against all risks and at its own expense.



4. EPZ is entitled, before initial down payments are made, to require that in addition to or instead of the transfer of ownership, the Supplier provide an unconditional and irrevocable bank guarantee at its own expense from a banking institution acceptable to EPZ and in accordance with a model to be provided or approved by EPZ, for the purposes of safeguarding performance by the Supplier of its obligations.
5. EPZ will not be in default if, for whatever reason, EPZ is not in a position to receive the Goods to be delivered at the agreed date and time. At such time, the Goods will remain at the Supplier's risk and the Supplier will store, secure and insure the Goods to the satisfaction of EPZ as the known property of EPZ (in derogation of Clause 12(1)), in return for a fee to be agreed.
6. During storage as referred to in the preceding sub-clause, the Supplier will take all reasonable measures to prevent deterioration in the quality of the Goods, in return for a fee to be agreed upon in writing.

### Clause 23 Spare parts

Prior to the Assignment/Delivery, the Supplier is obliged to specify the period for which spare parts will be available. EPZ is entitled to request that this period for the supply of spare parts will be extended. The Supplier will inform EPZ timely of the date of termination of production so that EPZ can order spare parts timely if it so desires.

## Supplementary provisions pertaining to the delivery of Services

### Clause 24 Execution of Services in accordance with the Agreement

1. The Supplier must execute and provide the Services precisely and fully in accordance with the Agreement.
2. To the extent that the Services involve the creation of works, the Delivery will take place only once EPZ has signed a document for approval to that effect.
3. EPZ is entitled to require that, so far as possible, the persons assigned to carry out the Services are persons who have previously been assigned by EPZ to carry out services of this type, in connection with the knowledge and experience that such persons will have acquired.
4. The Supplier itself is responsible for the demonstrably qualified and certified provision of Services by the Service Providers, as laid down in more detail in the Assignment.

### Clause 25 Compliance with legal obligations and rules and regulations applicable at EPZ

1. The Supplier and persons acting on its behalf will duly observe the legal obligations and rules and regulations applicable at EPZ including health and safety regulations. EPZ reserves the right to check that this takes place, and the Supplier is obliged to lend its cooperation in this regard.

2. At EPZ's request, together with its invoices the Supplier must enclose a work statement signed for approval by EPZ, or another means of verification, at EPZ's discretion, showing which persons were assigned to perform the Services where, on which days and for how many hours a day. The personal details must include the name, date of birth and tax and Personal Public Service Number (Burgerservice-nummer).
3. The Supplier warrants that foreign nationals working for the Supplier, whether or not directly in the Supplier's employ, meet all legal requirements.
4. In the event that the reverse charge mechanism under the Collection of State Taxes Act is applicable, the invoice must state that turnover tax (VAT) has been reverse-charged, in which case no VAT may be charged.
5. The Supplier indemnifies EPZ against any claims and penalties that may be imposed on EPZ by the competent authorities by reason of the Supplier's failure to comply with legal obligations.

### Clause 26 Access and visits

1. Notification must be given of Service Providers or persons charged with supervision of the performance of the Services prior to commencement of these Services, in accordance with the procedure applicable for this purpose, which may be found on EPZ's website. This notification must be made at least 14 calendar days before commencement of the Services. In respect of employees who are deployed during the revision and/or nuclear fuel changing period and who must undergo radiological inspection, the notification must be made 16 weeks before commencement of the Services. If Service Providers fail to attend a scheduled inspection appointment without prior notification to EPZ, all costs associated with this will be borne by the Supplier.
2. Prior to commencement of the Services, if the Services will take place on EPZ's site, the Service Providers will receive an access card, which remains the property of EPZ and is strictly personal. The access card must be worn such that it is visible. After the Services have come to an end, this access card must be handed in, immediately after leaving the company site, to the guard or to the contact person charged with supervising the Services on behalf of EPZ. If an access card is misplaced, lost or not handed in, the Supplier will owe an amount of 150 per access card to EPZ. These costs can be deducted from charges received from the Supplier.
3. If Services are going to be provided on EPZ's site, a safety information programme must be followed prior to such provision. This programme contains a number of questions to test whether the Service Provider possesses enough knowledge on the subject. The general safety information is valid for 24 months, whilst the nuclear safety information is valid for 12 months.
4. For access to or stay on EPZ's (work) site and/or buildings, persons must always be able to provide proof of identity at the request of EPZ's security service by means of a legally valid identity card or a passport. A driving licence will **not** be accepted as proof of identity.

5. Service Providers who are present on EPZ's site must have a demonstrably sufficient command of one of the following languages: Dutch, English or German.
6. As regards the provision of certain services, to be further discussed with EPZ, a certificate of good conduct for natural persons ("Verklaring omtrent gedrag", abbreviated as "VOG") will be required. Foreign Service Providers must submit the equivalent of a VOG, issued by the competent authorities in the country of origin.
7. As regards the provision of certain Services, it will be necessary to undergo security screening. The screening, which will be requested by EPZ, will be performed by the General Intelligence and Security Service ("Algemene Inlichtingen- en Veiligheidsdienst", abbreviated as "AIVD") and must result in a declaration of no objection ("Verklaring van Geen Bezwaar", abbreviated as "VVGGB").
8. EPZ is entitled to register the personal data of the Supplier's employees, including biometric data and camera images. This data will be processed in accordance with the Dutch Personal Data Protection Act ("Wet bescherming persoonsgegevens") and the current EPZ privacy regulations, which the Supplier can request from EPZ.
9. The Services must be performed properly. This entails that the place of work must be properly equipped and that surplus tools, residual materials, etc., must be removed in the interim. Following completion of the provision of Services, the place of work must be delivered in a clean state.
10. The working times of the Service Providers will be, unless otherwise expressly agreed in writing between the Service Providers and the EPZ supervisor, on working days from 07.30 to 16.30 including a half hour lunch break for which no remuneration will be paid. Approval from EPZ must be obtained for working outside these regular working times.
11. If EPZ so requests, the Supplier will provide EPZ with a written statement of supplementary personal data of the Service Providers or of future Service Providers.
12. EPZ may deny persons access to its site and/or buildings or the work site or may require the Supplier to have them immediately removed from those sites or those buildings if, in EPZ's opinion, they:
  - a) are manifestly unsuitable for their job;
  - b) misbehave in such a way that they manifestly cannot be allowed to remain on the sites or in the buildings;
  - c) cannot be allowed to enter the sites or the buildings or remain there due to safety considerations (security);
  - d) act in a way that manifestly contravenes an obligation under the Agreement. In particular, possessing, being under the influence of or consuming alcoholic drinks, narcotics and/or substances which affect a person's ability to react in any way is prohibited on the EPZ site. Costs incurred or to be incurred by the Supplier in respect of the situations referred to in this sub-clause may not be set off. At EPZ's first request, the Supplier must immediately arrange for replacement of the persons referred to.

13. Upon entry to or exit from the enclosed EPZ site, all persons and vehicles will be checked for possession or presence of unauthorised materials. EPZ is also entitled to check whether persons are under the influence of the substances referred to in sub-clause 12(d) of this Clause. EPZ will conduct such checks with the assistance of checking and detection equipment suitable for this purpose. The Supplier is obliged to provide all cooperation necessary to facilitate the checking of incoming and outgoing Goods and persons by EPZ.

## **Clause 27 Execution of Services in the nuclear section of the nuclear power plant**

1. Before commencement of the Services to be provided in the nuclear section of the nuclear power plant, Service Providers or persons charged with the supervision of the performance of Services must attend a comprehensive informative session about radiation protection.
2. Moreover, an initial check will be conducted for internal contamination, by means of a so-called screening monitor. This check may give cause for further examination, for which the person concerned must make themselves available in consultation with EPZ's Radiation Protection department. Refusal to do so will result in denial of access to the nuclear power plant.
3. Personnel deployed in the controlled (nuclear) area must be in the possession of a valid radiological examination certificate from a recognised radiation physician, stating the date of the medical inspection and the dose received. The approval is valid for a maximum of one year and must be submitted to EPZ's contact person designated for that purpose before the Services are provided. Approvals will lapse automatically if re-examination does not take place in a timely manner.
4. The standard annual dose at EPZ is a maximum of 10 mSv. In view of this standard, the Supplier must continually take account of the dose that is accumulated during the period in which the Services are being provided. Therefore, prior to the provision of Services the Supplier must draw up a dose schedule for the whole period of provision of the Services. Consultation regarding this must be conducted beforehand in a timely manner with EPZ's contact person designated for this purpose.
5. On termination of the Services, persons who have undergone an initial check for internal contamination on the basis of sub-clause 2 of this Clause must undergo a final check for internal contamination, which is required by law.

## Clause 28 EPZ Work Permits

1. Written permission (a permit) is required from the representative of the EPZ department concerned for performance of the Services assigned. The Supplier must approach the EPZ supervisor or department concerned to obtain the necessary permission. In so far as applicable, any necessary permits from the Labour Inspectorate must be arranged by the Supplier. These permits must at all times be available for presentation at work upon request.
2. The permit holder is expected to be acquainted with the content of the permit and/or the conditions attached to it. The permit holder is the person who is present on the site, performs the work, is in charge and is responsible for the proper and safe execution of the work.

## Clause 29 Personal Health and Safety

1. The Supplier will arrange for proper supervision of and guidance regarding the provision of Services.
2. The Supplier is obliged to comply with the regulations that apply as regards the working location(s) concerned and to ensure compliance with these regulations by Service Providers and persons charged with the supervision of the execution of Services.
3. *Safety regulations and instructions*  
If the Supplier or any of its subcontractor(s) executes Services in respect of an installation or related parts, it must be certified in accordance with the Safety, Health and Environment Checklist Contractors (SCC) or equivalent. In the latter case, the equivalence must be demonstrated by the Supplier to EPZ's satisfaction before commencement of the Services. During the execution of the Services, the Supplier must act in accordance with this system. The Supplier must inform the personnel working for it, in writing and orally, of the relevant health and safety regulations applicable to EPZ, as well as in particular the risk control policy ensuing from the Health, Safety and Environmental Plan for the Services concerned.
4. *Personnel safety training requirements*  
Depending on the nature of the Services to be provided, the following are required:
  - SCC Diploma in basic safety ("basisveiligheid" VCA, abbreviated B-VCA), or equivalent;
  - SCC Diploma in safety for the operational supervisor ("Veiligheid voor Operationeel Leidinggevende", abbreviated VOL-VCA), or equivalent.

The equivalence of the diploma or certificate must be demonstrated by the Supplier.
5. *Responsibility of supervisory personnel*  
The Supplier is responsible for the health and safety of the Service Providers and persons charged with supervision of the execution of Services. The Supplier must always inform EPZ of the name of the supervisor responsible for safety. The supervisory personnel of the Supplier must be acquainted with the safety regulations and instructions as

applied by EPZ. A copy of the safety regulations and instructions applicable to the work must be made available at work. EPZ is entitled to perform checks to establish compliance by the Supplier with the health and safety regulations.

### 6. *Personal protective equipment*

The Supplier itself will provide its personnel to a sufficient degree with the necessary personal protective equipment. It will also ensure that this equipment is in a good condition and is suitable for use as appropriate. The Supplier and its personnel are obliged to make use of special safety equipment and/or clothing prescribed and/or made available by EPZ.

## Clause 30 Health, Safety and Environmental Plan

1. Prior to commencement of the provision of Services, for the purpose of formulating the safety regulations and instructions in concrete terms, the Supplier must draw up a "Health, Safety and Environmental Plan" (HSE Plan) in consultation with EPZ in a timely manner, and submit it to EPZ for approval. Responsibility for this remains with the Supplier. The scope and form of the "Health, Safety and Environmental Plan" should be consistent with the nature and scope of the Services.
2. Further arrangements between EPZ and the Supplier must be laid down in the "Health, Safety and Environmental Plan" referred to in sub-clause 1 of this Clause, in which respect account must be taken of the legal provisions and regulations applicable.

## Clause 31 Amendments and additions to safety regulations

The safety regulations and instructions included in these terms and conditions and all other safety regulations and instructions being used at EPZ can be amended and/or supplemented by EPZ at any time via oral or written amendments so far as is reasonably necessary at that time. The Supplier will observe the amendments and additions referred to.

## Clause 32 Unsafe situations

Upon the discovery of an unsafe situation caused or method of work used by the Supplier, EPZ is entitled to oblige the Supplier to change this immediately.

In situations as referred to in the preceding paragraph, EPZ reserves the right to have execution of the work stopped, without being obliged to pay any compensation as a consequence. A delay in the work as a result of compliance with the safety regulations will not rise to a force majeure event in the context of the timely execution of the Agreement.

### Clause 33 Reporting of injury and damage

The Supplier must immediately report every incident resulting from an unsafe situation or act in the execution of the Services, in writing to the representative of the EPZ department concerned. This applies in particular if injury and/or damage occurs to personnel and/or equipment of the Supplier, EPZ or third parties. The Supplier must lend its full cooperation to any investigation to be conducted into the incident and any notification made to the government.

### Clause 34 Strike

EPZ will not pay any wages and/or remuneration for the benefit of persons, who are charged by the Supplier or by a third party to which the Supplier has transferred or subcontracted the Services with the performance of the Services and the supervision thereof and/or the use of equipment during the period that said persons do not work or not use said items as a result of a strike.

### Clause 35 Nuisance

The Supplier is obliged to tolerate the Services performed at or in the vicinity of the working location by EPZ or third parties acting on EPZ's instructions. The Supplier's Services will be coordinated so far as possible by or on behalf of EPZ with the Services of EPZ or third parties, so that nuisance for those involved is minimised so far as possible. If the Supplier or its subcontractors are required to collaborate with third parties, they will endeavour to collaborate properly. If it can reasonably be anticipated that the execution of Services could cause EPZ or third parties to experience nuisance, the Supplier must discuss this with EPZ in advance.

### Clause 36 Interruption of Services

When operating conditions so require, the Supplier must, at EPZ's request, suspend its Services or have them suspended. To this end, the Supplier must immediately indicate, within one working day, whether this occurrence has adverse consequences for EPZ. Further consultation will take place regarding the financial consequences to the extent that the cause is not attributable to the Supplier.

### Clause 37 Reporting

Following each inspection/maintenance or repair activity, the Supplier must draw up a report including a statement as to whether a warranty applies. The report(s) must clearly indicate the state of repair of the technical part concerned with the expected remaining lifetime or recommendations regarding improvements. The report(s) must also be signed by EPZ and the Supplier.

### Clause 38 Electrical power and water

If the Supplier needs electrical power and/or water for the purposes of executing the Services taking place on EPZ's site, then, unless otherwise agreed in writing, EPZ will make this power

and water available free of charge at existing connection points to be designated by EPZ. In the absence of such connection points, the Supplier will be responsible for their installation and distribution, regarding which the relevant applicable regulations regarding installation, use and safety must be complied with.

### Clause 39 Storage of items and the location of building huts

Items may only be stored by or on behalf of the Supplier on the site or in the buildings of EPZ with EPZ's express permission, regarding which EPZ must also have designated a place for the storage. The same applies as regards the positioning of site huts, sanitary huts and the like. Unless otherwise agreed in writing, all facilities for huts/portable erections as well as the costs of their use (energy, water, telephone and the like) are at the expense of the Supplier.

### Clause 40 Waste and residual products

Any waste streams, waste materials and residual products released during execution of the Services provided by the Supplier will, with the exception of radiologically contaminated materials, be separated by and at the expense of the Supplier, and will be collected, stored and removed from the EPZ site in accordance with the applicable legal provisions. Where quantities are small, with due observance of the regulations and provisions applying to the premises, use can be made of the depots on the EPZ site.

### Clause 41 Resources

1. The materials, drawings, models, stamps, instructions, specifications, software, tools and other resources that in any way serve to support the Supplier as regards the Goods to be supplied and that are made available by EPZ to the Supplier or purchased or manufactured by the Supplier at EPZ's expense will remain or become EPZ's property as soon as they are purchased or manufactured, unless EPZ expressly waives this ownership or has waived it.
2. The Supplier is obliged to mark the resources referred to in the first sub-clause of this Clause as the known property of EPZ, to keep them in good condition and to insure them at the Supplier's expense against all risks for as long as the Supplier acts as custodian of such resources for EPZ.
3. The manner of use of the resources made available by EPZ is wholly at the Supplier's risk.
4. The Supplier will make the resources available to EPZ at EPZ's first request but at the latest on the date of the Delivery to which the resources relate, unless EPZ expressly waives this requirement or has waived it, or EPZ has requested that the Supplier keep the resources in its custody.
5. The Supplier may only use the resources for the purposes of and in the context of supplies to EPZ, subject to written permission from EPZ.
6. Changes to and deviations from the resources made available or approved by EPZ are only permitted with EPZ's prior written approval.



## Clause 42 Equipment provided by the Supplier

1. In so far as not otherwise agreed in writing, the Supplier is responsible to acquire all materials, tools and equipment necessary for the purposes of the Services to be performed, such as personal safety and equipment items, safety tools, hand tools, work clothing, welding equipment, measuring and testing equipment, ladders, scaffolding, etc.. These must be of sound quality, must at least comply with the legal requirements and the quality, performance and safety regulations set by the competent authorities or EPZ and must be furnished with the necessary certificates.
2. If the Supplier makes use of EPZ's equipment with EPZ's permission, such use is at the Supplier's risk and it is fully liable for all damage that might arise as a result of its use. As soon as the Supplier has finished using the equipment, the Supplier shall return it to EPZ in the condition in which the Supplier received it. The Supplier must immediately report defects, including those caused by the Supplier itself. In the event of loss, the Supplier shall owe EPZ the replacement value.
3. All measuring and testing equipment to be used by the Supplier must demonstrably satisfy the manufacturing specifications with regard to accuracy and traceability. At EPZ's request, the Supplier must demonstrate this by submitting the corresponding calibration and test reports, which must not be more than twelve (12) months old.
4. The Supplier is not permitted to supply its materials, such as ladders, scaffolding, tools etc. for use by persons other than its own personnel, even if such materials are situated at locations where EPZ personnel execute Services. An exception to this can only be made with EPZ's permission.

## Clause 43 Vicarious tax liability and recipients' liability

1. If and to the extent that Article 34 recipients' liability ("inlenersaansprakelijkheid") or Article 35 vicarious tax liability ("ketenaansprakelijkheid") of the Collection of State Taxes Act 1990 ("Invorderingswet 1990") applies to the Assignment, the Supplier must fulfill all obligations ensuing from this Act.
2. The Supplier is obliged to cooperate in:
  - a) the provision of guarantees for the payment of taxes and social security contributions connected with the work; and
  - b) indemnifying EPZ in this regard.
3. The Supplier will make a G account (blocked account) available, unless EPZ expresses that it wishes to make payment directly to the Tax and Customs Administration. The Supplier will state on the invoice the part that concerns the wage costs calculated, the period or periods in which the activities were executed, and the description(s) or characteristic(s) of the work to which it relates, as well as the percentage agreed with EPZ that must be paid in respect of social security contributions and wage tax into the G account or directly.

4. At EPZ's request, the Supplier must enclose with the invoices or make reference to a work statement showing which persons were assigned to perform the Services on which days and for how many hours a day. The personal details must include the name, date of birth and Personal Public service Number. In addition, the Supplier must state that the persons referred to were employed by it at the time when the Services were executed.
5. In the event that the reverse charge mechanism under the Turnover Tax Act 1968 ("Wet op de Omzetbelasting 1968") is applicable, the invoice must state that turnover tax (VAT) has been reverse-charged, in which case no VAT may be charged.
6. Without prejudice to the provisions in the previous sub-clauses, all legal social obligations must have been satisfied for all workers involved in the Services on behalf of the Supplier. EPZ reserves the right to conduct checks in this regard.