
General Purchasing Conditions Stedin

Version 1.0 January 2020

PART 1 - GENERAL PROVISIONS

1	Definitions	3
2	Applicability and validity	3
3	Conclusion of agreements	3
4	Method of notification	3
5	Performance	3
6	Documentation and Materials Contractor	4
7	Documentation and Materials Stedin	4
8	Subcontracting and use of third parties	4
9	Guarantee	4
10	Inspection	5
11	Acceptance	5
12	Prices	5
13	Changes, additional work and less work	5
14	Payment	5
15	Confidentiality	6
16	Processing of personal data	6
17	Publicity	6
18	Intellectual property rights	6
19	Liability	7
20	Cancellation and notice of termination	7
21	Retention of right to demand performance	7
22	Insurance	7
23	Right to audit	8
24	Exit clause	8
25	Assignment of rights and obligations	8
26	Security procedures and internal rules	8
27	Bribery and conflicts of interest	8
28	Continuing obligations	8
29	Applicable law, competent court	8

PART 2 - SPECIAL PROVISIONS: GOODS

30	Delivery	9
31	Transfer of risk and title	9
32	Packaging and transport	9
33	Guarantees	9
34	Product Modifications	9
35	Replacement of parts	9

PART 3 - SPECIAL PROVISIONS: SERVICES

36	Contractor's Staff	9
37	Progress reporting and work consultations	9
38	Employment conditions	9
39	Sequential liability and turnover tax	9

PART 4 - SPECIAL PROVISIONS: WORKS

40	Additional definitions	10
41	Management	10
42	Performance of Work	10
43	Duration of the Work	10
44	Survey, delivery and maintenance	10
45	Construction Materials and tools	10
46	Final settlement and payment	11

PART 5 - SPECIAL PROVISIONS: ICT

47	Additional definitions	11
Part 5A - General provisions ICT		
48	Guarantees	11
Part 5B - Special provisions ICT: Standard Software		
49	Additional definitions	11
50	Licence	11
51	Provision of an Installation Copy	11
Part 5C - Special provisions ICT: development of Custom Software		
52	Additional definitions	12
53	Working method	12
54	Completion Custom Software	12
55	Acceptance procedure Custum Software	12
56	Maintenance Custom Software	12
Part 5D - Special provisions ICT: maintenance		
57	Additional definitions	12
58	Maintenance of Deliverables previously provided	12
59	Maintenance and support	13
60	Time and place of Maintenance	13
61	Corrective Maintenance and work-around solutions	13
62	Preventive Maintenance	13
63	Reporting and prioritising Faults	13
64	Compliance with Service Levels	13
65	Maintenance by third parties	13
66	Maintenance result testing	13
67	Enhanced and New Versions	13
Part 5E - Special provisions ICT: cloud services		
68	Additional definitions	13
69	Licence	13
70	Services	14
71	Availability	14
72	Incident resolution	14
73	Data	14
74	Security	14
75	Guarantee continuity	14

PART 1 - GENERAL PROVISIONS

1 Definitions

The capitalised terms used in these Purchasing Conditions have the following meaning:

- 1.1 **Acceptance:** the approval by Stedin of the Deliverable or parts thereof.
- 1.2 **GDPR (General Data Protection Regulation):** Regulation (EU) 2016/679 of 27 April 2016.
- 1.3 **Services:** the work to be performed by Contractor for Stedin pursuant to the Agreement.
- 1.4 **Documentation:** every description of the Deliverable and its properties, including without limitation (digital) drawings, designs, specifications, certificates of quality, inspection or warranty, CE certificates, manuals, instructions, and any other document, whether or not specifically intended for the installation, implementation, use, management and/or maintenance thereof.
- 1.5 **Licence:** the right entitling Stedin to the use of a (software) product or service.
- 1.6 **Affiliated Company:** every business constituting part of the group of Stedin Holding N.V. within the meaning of article 2:24b of the Dutch Civil Code [Burgerlijk Wetboek].
- 1.7 **Goods:** the things and/or property rights to be supplied by Contractor for Stedin pursuant to the Agreement within the meaning of article 3:1 of the Dutch Civil Code [Burgerlijk Wetboek].
- 1.8 **Purchasing Conditions (GPC):** the General Purchasing Conditions Stedin, consisting of these General Provisions and all Special Provisions.
- 1.9 **Inspection / inspect:** (re)inspection, (re)check, (re)approval or (re)testing for visible defects and non-conformity.
- 1.10 **Materials:** Equipment and consumables for the installation, implementation, use or maintenance of the Deliverable, such as cables and smartcards.
- 1.11 **Contractor:** the organization that offers Stedin to deliver a Deliverable, or that is already obliged to do so on the basis of an Agreement.
- 1.12 **Agreement:** written agreement, including appendices, between Stedin and Contractor, as well as any valid amendment or addition thereto.
- 1.13 **Party / Parties:** Stedin and/or Contractor.
- 1.14 **Staff:** the members of staff and/or auxiliary personnel used by Parties in performing the Agreement.
- 1.15 **Deliverable:** the Goods to be supplied by the Contractor, the Services to be performed by him or the Work to be realised by him or a combination thereof, including Materials and Documentation.
- 1.16 **Stedin:** Stedin Holding N.V. and/or an Affiliated Company.
- 1.17 **Fee:** the total price agreed for the Deliverable.
- 1.18 **Confidential Information:** all information, regardless of the carrier (such as paper, CD/DVD or USB-stick) and the file format (such as .docx/.odt, .xlsx/.ods or .pdf) with which it is stored, of which the confidential character is expressly communicated or reasonably must be assumed on the basis of the nature and content. Personal Data are in principle regarded as confidential in nature.
- 1.19 **Work:** the work of tangible nature to be performed and realised by the Contractor on behalf of Stedin on the basis of the Agreement in accordance with article 7:750 of the Dutch Civil Code [Burgerlijk Wetboek].
- 1.20 **Working Days:** calendar days, with the exception of weekends and official public holidays within the meaning of article 3 of the General Extension of Time Limits Act.

2 Applicability and validity

- 2.1 These Purchasing Conditions apply to and are part of every (legal) act relating to the preparation, conclusion or performance of an Agreement with regard to the purchase of Goods (including rent, hire-purchase and leasing), Services, Works or any other Deliverable by Contractor.
- 2.2 The applicability of (general) conditions of Contractor are explicitly rejected by Stedin.
- 2.3 Changes to, additions to, or deviations from any provision of these Purchasing Conditions made in consultation between Stedin and the Contractor in the context of an Agreement are only valid if these have been laid down in writing and have been signed by both Parties, and and further relate only to the relevant Agreement.
- 2.4 If one or more provisions of the Purchasing Conditions or the Agreement are found to be invalid or are nullified by a court of law, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make an alternative arrangement. The alternative arrangement must not undermine the purpose and the purport of the Purchasing Conditions or the Agreement.

- 2.5 These Purchasing Conditions consist of a part with general provisions and a number of parts with special provisions. The general provisions always apply when Stedin purchases goods, services, works, licences or any other Deliverable from the Contractor. The special provisions also apply when the offer or bid from the Contractor complies with the scope of the relevant part, or if the applicability of the special part has been expressly agreed. Special provisions, if applicable, should be interpreted as much as possible in accordance with the general provisions. If this is not possible, the special provisions prevail.

3 Conclusion of agreements

- 3.1 Every offer by the Contractor is irrevocable and binding. An offer is valid for at least thirty (30) days, unless agreed otherwise in writing.
- 3.2 If an order in writing from Stedin follows an offer by the Contractor, then the Agreement is concluded at the time the order is sent by Stedin.
- 3.3 If an order is placed in writing by Stedin without being preceded by an offer by the Contractor, then the Agreement is concluded if a signed copy order confirmation from the Contractor is received by Stedin within fourteen calendar days after the sending of the order. If any aspect of an order confirmation differs from the order placed by Stedin, then no Agreement is concluded.
- 3.4 For framework agreements, the Agreement is concluded every time that the order from Stedin for (partial) delivery under the framework agreement is sent by Stedin.
- 3.5 Documentation provided by Stedin before or upon conclusion of the Agreement are part of the Agreement.
- 3.6 The Contractor acknowledges and accepts that Stedin may demand at any time that the Agreement is also performed fully or partially for an Affiliated Company. This may be implemented by (i) the relevant Affiliated Company joining the Agreement, (ii) contract takeover by the Affiliated Company in which Contractor hereby cooperates in advance or (iii) by Stedin performing the Agreement on behalf of the Affiliated Company, all of the above at Stedin's discretion.

4 Method of notification

- 4.1 Notifications given by one Party to the other, including undertakings and further agreements, that are relevant to the performance of the Agreement are binding on the Parties only if they are given or confirmed in writing by an authorised person.
- 4.2 'In writing' is understood to include 'electronically', provided:
 - a. the notification can be consulted by the addressee;
 - b. the authenticity of the notification is sufficiently guaranteed; and
 - c. the identity of the sender can be determined with sufficient certainty.

5 Performance

- 5.1 The agreed performance- or supply term(s), or -date(s) are fixed and final. Merely exceeding this term/date by the Contractor constitutes default on the part of the Contractor.
- 5.2 If a term or date of performance is not explicitly agreed, then a reasonable term of performance applies, which will not exceed six calendar weeks as calculated from the date the Agreement is concluded.
- 5.3 In the event that the agreed term or date of performance is imputably exceeded by Contractor, Stedin is entitled to impose an immediately due and payable penalty on the Contractor of 0.5% of the Fee for each day by which the agreed term or date of performance has been exceeded to a maximum of 5% of the Fee, without prejudice to the right to claim performance or full compensation of damages. The penalty will be set off against any amount owed by Stedin, regardless of whether the right to claim payment of such amount has been transferred to a third party.
- 5.4 Stedin is authorised to postpone and/or suspend the performance of the Deliverable fully or partially. Additional costs and loss connected to the postponement and/or suspension remain or will be borne by Contractor, unless the postponement and/or suspension is the result of circumstances which must be deemed to belong to the risks of Stedin. Contractor is in that case obliged to store the Product for Stedin, at no extra cost, until the time of the postponed performance of the Deliverable, unless this would cause a disproportionate burden for Contractor, in which case Parties shall consult to come to an arrangement which is reasonable and acceptable to both Parties. Postponement of performance results in the extension of the agreed supply- or performance period. Extension of the period is confirmed in writing by Parties.

- 5.5 Performance of the Deliverable earlier than the agreed date(s) or period(s) will take place only after prior written consent has been obtained from Stedin and will not alter the agreed payment date.
- 5.6 Except insofar as explicitly agreed otherwise in writing, partial performance on the part of the Contractor is not authorised.
- 5.7 In the event of an impending delay in the performance of the contractual obligations in relation to the Deliverable, the Contractor will immediately notify Stedin, explaining the reasons for and consequences of any delay. The Contractor will also propose to Stedin measures to avoid delay or further delay. Agreement with the proposed measures does not imply any acceptance by Stedin of the cause of the impending delay, and is without prejudice to its rights against the Contractor.
- 5.8 Performance of the Deliverable is also understood to include the delivery of all Materials and all Documentation. Performance is also understood to include partial performance.

6 Documentation and Materials Contractor

- 6.1 Documentation must be drawn up in such a way as to ensure that the Deliverable can be properly used, managed and maintained by Stedin and third parties.
- 6.2 Stedin may reproduce and amend Documentation and publish it for use within its organisation without owing a further fee, provided that any copyright acknowledgements etc. it contains are left intact.
- 6.3 Materials used by the Contractor in the performance of an Agreement will be submitted to Stedin for approval upon first request.

7 Documentation and Materials Stedin

- 7.1 All Documentation and Materials provided by Stedin or created or purchased by the Contractor at the expense of Stedin, and any intellectual property rights attached thereto, are and remain the property of Stedin and may not be duplicated, made available to third parties or otherwise used excepting exclusively in the context of the performance of the Agreement.
- 7.2 The Contractor is obliged to designate the Materials referred to in the previous paragraph as the identifiable property of Stedin, to maintain these in good condition and to insure these at its own expense against all risks as long as these Materials are in the Contractor's custody.
- 7.3 Use of Materials or facilities made available by Stedin by the Contractor in the performance of the Deliverable is at the Contractor's risk. As soon as the Contractor has terminated the use of the Materials or facilities concerned, however no later than at the same time as the final performance of (the part of) the Deliverable for which the Materials have been made available, he must return them to Stedin in the condition in which they were made available.
- 7.4 The Contractor must check Documentation, Materials and other information received for the performance of the Deliverable from Stedin for completeness and defects. Within 14 days after receipt, the Contractor will inform Stedin in writing of any incompleteness and defects in the Documentation, Materials and other information, insofar as the Contractor knows these or should reasonably be aware of them, failing which he is deemed to have agreed to this, and the Contractor can no longer invoke this later.
- 7.5 Changes to or deviations from the Materials of Documentation provided or approved by Stedin are only permitted after the prior approval of Stedin in writing.

8 Subcontracting and use of third parties

- 8.1 In the performance of the Agreement, the Contractor may only use the services of third parties with the prior written consent of Stedin, to which consent Stedin can impose conditions.
- 8.2 In the event a tendering procedure forms the basis for the conclusion of the Agreement, Stedin will be deemed to have granted the permission referred to in paragraph 1 with respect to the third party/parties that were engaged at the time of the tendering procedure.
- 8.3 The Supplier is obliged at all times to subject these third parties in writing to the same obligations with regard to the (partial) Deliverable to be performed by this third party as the Supplier is bound to Stedin.
- 8.4 Permission by Stedin is without prejudice to the Contractor's own responsibility and liability for the fulfillment of its obligations under the Agreement and its obligations under the tax, health insurance- and social security legislation.

9 Guarantee

- 9.1 The Contractor guarantees to Stedin that all Deliverables performed in the context of an Agreement:
 - a. conform to the Agreement in terms of amount, dimensions, weight, description, and quality;
 - b. in all respects meet the descriptions and specifications/technical specifications as given in the Agreement or stated by Stedin;
 - c. meet all requirements under national, international or supranational legislation (including EU legislation);
 - d. in all respects meet all safety and quality standards in force in the industry;
 - e. contain no defects in manufacturing, materials, design, or any other faults, including as defined in article 6:186 Dutch Civil Code;
 - f. are suitable for the use intended by Stedin, in connection with the existing (underlying) system and software of Stedin (as far as the Contractor is known or should have known); and
 - g. that their use, including any ultimate re-sale, does not infringe on the rights, including intellectual property rights, of third parties.
- 9.2 The guarantees specified in this article are given in supplement to any other guarantees or obligations extended by the Contractor or pursuant to the law, and is also considered to be given for the benefit of the customers of Stedin and other users of the Deliverables.
- 9.3 The term for the guarantee obligations under this article is at least 24 months after Acceptance as defined in Article 11, unless Parties have agreed on a different guarantee period. The lapse of this term does not affect the rights that Stedin can derive from the Agreement or under the law.
- 9.4 If the Deliverable does not fulfill the guarantees referred to in this article, Stedin may demand that the Contractor repairs or replaces the Deliverable immediately, this at the discretion of Stedin. The associated costs will be borne by the Contractor.
- 9.5 If, after receiving a written demand from Stedin, the Contractor fails to comply, within the period stipulated therein, with a requirement as referred to in article 9.4, Stedin has the right, without prior recourse to the courts, to choose between:
 - a. replacement or repair of the Deliverable by a third party at the Contractor's expense;
 - b. return of (the results of) the Deliverable in question at the Contractor's expense and risk and cancellation of the Agreement and, in consequence, crediting of however much of the purchase price has already been paid for (the results of) the Deliverable in question.
- 9.6 The provisions of this article 9 do not affect other rights and claims which Stedin can derive from a failure.
- 9.7 The guarantees referred to in this article apply equally to replaced or repaired Deliverables in accordance with article 9.4.
- 9.8 Stedin may also invoke the guarantee of this article after acceptance of the Deliverable as defined in article 11, regardless of whether (i) upon delivery Stedin has made any declaration entailing that the Deliverable was received in good condition or otherwise in accordance with the Agreement; (ii) Stedin has performed any act or omission as defined in article 10.
- 9.9 At the request of Stedin, Contractor will engage in consultations with other designated counterparties and/or contractor of Stedin if it appears at any time that the Deliverable is not working properly with other software, products and/or services used or to be used by Stedin. The purpose of the consultations will be to establish the cause of the incompatibility and, if possible, find a solution. Any reasonable costs incurred in participating in the consultations and finding a solution will be borne by Stedin, unless the incompatibility is imputable to Contractor.
- 9.10 In addition to article 9.3, Contractor guarantees that defects that are discovered by Stedin during Acceptance but are not regarded by it as a reason for not proceeding with Acceptance will be repaired with due dispatch at the expense of Contractor after Acceptance.

10 Inspection

- 10.1** At Stedin's request, the Deliverable may be inspected by Stedin or a third party designated by Stedin on the Contractor's premises prior to, during or after Delivery.
- 10.2** If Stedin wishes to inspect the Deliverable:
- the Contractor will have the Deliverable ready for Inspection at a time that allows the agreed delivery times to be met;
 - the Contractor will, upon request and at no cost to Stedin, cooperate with the Inspection and provide Stedin with a suitable location and reasonable assistance in terms of staff and materials;
 - the Inspection, if the Contractor so desires, will take place in its presence or in the presence of an expert designated by it.
- The associated costs will be borne by the Contractor.
- 10.3** If Stedin rejects the Deliverable to be delivered, the Contractor is obliged, without prejudice to all other rights or claims of Stedin, to provide without delay, at its own expense and risk, a missing, repaired or replacement Deliverable for a new Inspection. The provisions of article 10 apply in full. All costs of re-inspection as a result of imperfections on the part of the Contractor are at the expense of the Contractor. Rejection by Stedin during the first or previous Inspection will not lead to the agreed supply- or performance term period being extended.
- 10.4** If upon Inspection the Deliverable is rejected in whole or in part, Stedin will inform the Contractor thereof in writing within an appropriate time frame.
- 10.5** If the Deliverable is rejected during or after performance, the ownership and risk of the rejected Deliverable are transferred to the Contractor from the date of the notification referred to in the previous paragraph.
- 10.6** If Inspection is carried out by an independent institution in mutual consultation, the result is binding on both Parties.
- 10.7** Inspection or the omission thereof, will not be construed as proof of delivery, purchase, Acceptance or transfer of risk, and does not diminish all rights and claims of Stedin.

11 Acceptance

- 11.1** If upon the initial cursory examination, the Deliverable corresponds to the Agreement and is received by Stedin, it is considered accepted by Stedin. Acceptance does not release the Contractor from any liability or obligation.

12 Prices

- 12.1** The agreed prices are in Euros and is exclusive of VAT, unless otherwise agreed in writing, but inclusive of costs of transport, taxes, import duties, other levies, insurance, packaging expenses, removal expenses and any installation and assembly expenses.
- 12.2** The agreed prices is fixed for the duration of the Agreement, unless the Agreement states the specific and concrete circumstances which can result in price adjustment, and also defines the method in which the price adjustment takes place in those cases.

13 Changes, additional work and less work

- 13.1** The Contractor shall not, without Stedin's written permission or written request, make any changes to the design or specifications of the Deliverable.
- 13.2** Contractor is at all times bound to apply or supply the changes or additions to the Deliverable which are desired by Stedin and are technically possible.
- 13.3** If the Performance to be delivered is complicated or expanded demonstrably due to additional wishes or changed insights on the part of Stedin or as a result of a change to the statutory regulations relevant to the Performance to be delivered, such will constitute additional work, which qualifies for payment, if in accordance with paragraph 4 of the article. Additional work does not include additional activities or changed insights which the Contractor could have foreseen when entering into the Agreement. If the Contractor is of the opinion that additional work applies, he will inform Stedin thereof as soon as possible in writing.
- 13.4** The Contractor will not start any additional work until it has received a written order to this effect from Stedin. In order to obtain such an order, the Contractor will issue a written quotation specifying the amount of additional work that is to be performed, its duration and cost. Any additional work performed by the Contractor will be subject to the provisions of the Agreement, including those on fees and discounts, where relevant, in so far as these have not been amended by the written order. When submitting a quotation, the Contractor may not impose terms and conditions that are either more detailed or more stringent than the original conditions, unless it does so with Stedin's consent. Such an order for additional work is subject to the provisions of the Agreement.

- 13.5** If the (consequences for the) duration and/or costs in relation to the change desired by Stedin specified by the Contractor are, in the opinion of Stedin, unreasonable, then Stedin is entitled to dissolve or cancel the Agreement, unless in consideration of the circumstances such dissolution would violate the requirements of reasonability and fairness. Apart from a reimbursement for reasonably incurred, unavoidable costs for Goods already in production or work in progress, dissolution or cancellation of the Agreement under this article does not entitle Parties to further compensation for any damage.
- 13.6** If the Performance to be delivered is lightened or reduced demonstrably due to additional wishes or changed insights on the part of Stedin or as a result of a change to the statutory regulations relevant to the Performance to be delivered, such will constitute less work, for which Stedin is entitled to a discount. If a Party is of the opinion that less work applies, he will inform the other Party thereof as soon as possible in writing. If a fixed fee has been agreed, the Parties will consult to agree on the value of the discount, which will be deducted from the agreed fee.
- 13.7** All agreed changes and additions to the Deliverable are implemented by Contractor and performed in accordance with the conditions of the Agreement including these Purchase Conditions.

14 Payment

- 14.1** Unless explicitly agreed otherwise in writing, payment for the Deliverable performed will be effected within 30 calendar days after either the receipt of a professionally sound, itemised invoice, or delivery and acceptance of the Deliverable, whichever is later.
- 14.2** The Contractor's invoices must be in compliance with the statutory requirements and the Stedin Invoice Requirements.
- 14.3** Stedin can suspend the payment of an invoice or a part thereof, on which Parties cannot agree. Stedin only makes use of this authority if and as long it has reasonable doubts about the correctness of the invoice concerned.
- 14.4** Stedin and Affiliated Companies are entitled to deduct any discounts stipulated and other claims against the Contractor from amounts due to the Contractor, regardless of whether these claims are exigible and/or can be quantified in a simple manner (at law or otherwise). Contractor can not invoke article 6:136 of the Dutch Civil Code, that the claim of Stedin cannot established in a simple manner.
- 14.5** To warrant fulfilment of the obligations included in the Agreement, the Contractor shall, upon request in writing by Stedin, furnish sufficient security at its own expense. Instruments that can be used to furnish this security include an irrevocable and unconditional bank guarantee issued by a banking institution acceptable to Stedin.
- 14.6** If Stedin fails without valid reason to pay an invoice within the time limit stipulated in article 14.1, it will be liable after a prior notice of default to pay statutory interest as referred to in article 119 of Book 6 of the Civil Code. The interest will be paid at the Contractor's request. The Contractor will not be entitled to the payment of interest if the invoice in question does not meet the agreed requirements.
- 14.7** Payment by Stedin does not discharge the Contractor from any guarantee, obligation or liability under any Agreement.
- 14.8** In the event that Stedin disputes the accuracy of an invoice or any part thereof, the parties shall enter into consultation with each other for the purposes of resolving the situation that has arisen. Stedin shall at all times be entitled to arrange for an invoice sent by the Contractor to be inspected for the purposes of determining the accuracy of its contents by an accountant designated by Stedin in accordance with the provisions of article 2:393 first section of the Dutch Civil Code. The Contractor concerned shall allow the relevant accountant to inspect its books and records and shall supply the latter with any data and information which he requires. Such an audit shall be confidential and shall not extend further than what is required for the purposes of verifying the invoice in question. The accountant shall present a report to both parties as soon as possible. Stedin shall bear the costs involved in the accountant's audit, unless that audit reveals that the invoice(s) concerned is or are inaccurate or incomplete, in which case the relevant Contractor shall be liable for the aforementioned costs. Stedin shall not be liable for any interest in respect of the period during which the audit is conducted.
- 14.9** A failure on the part of Stedin to meet a deadline for payment or Stedin's refusal to pay an invoice because it disputes its accuracy or because Stedin is of the opinion that the Contractor concerned has failed to comply with its obligations pursuant to the Agreement, shall not imply that the Contractor is entitled to suspend compliance with its obligations pursuant to that Agreement or to cancel it.

15 Confidentiality

- 15.1** The Contractor may not divulge in any way whatever any information that comes to his attention in the course of performing the Agreement and that he knows or may reasonably be assumed to know is confidential, except in so far as he is obliged to divulge such information under a statutory regulation or court ruling. Where the Parties have agreed a different form of dispute resolution, a ruling of a body competent to resolve a dispute will be equated with a court ruling for this purpose.
- 15.2** The Contractor will impose on his Staff the duty of confidentiality and and take appropriate technical and organizational security measures to prevent loss or unauthorized access to Confidential Information.
- 15.3** Confidential business information, drawings, diagrams and other company data shall only be exchanged with Stedin or other parties authorized in the context of the Agreement in such a way that confidentiality is guaranteed during the transport of the information.
- 15.4** At Stedin's request, the Contractor shall provide evidence that the Contractor is fulfilling its obligations under articles 15.2 and 16, or cooperate in the exercise of supervision by or on behalf of Stedin on the storage and use of Confidential Information by the Contractor.
- 15.5** The Contractor will hand over to Stedin, as soon as it requests, all information that the Contractor has in its possession for the purpose of performing the Agreement, including any copies made of such information.
- 15.6** The Contractor shall inform Stedin immediately in writing if the Contractor knows or reasonably suspects that Confidential Information has been lost or is unlawfully processed.
- 15.7** If Contractor breaches the duty of confidentiality provided for in article 15.1, he will owe Stedin a penalty of € 100,000, due and payable forthwith, for each infringement, without prejudice to other rights such as the right to claim compensation.

16 Processing of personal data

- 16.1** As far as the capitalised terms used in this article are not included in article 1 of these Purchase Conditions, these terms have the meaning as referred to in the General Data Protection Regulation (GDPR).
- 16.2** If the Contractor processes Personal Data during the execution of the Agreement, the Contractor will process the Personal Data in a proper and careful manner and comply with the legal requirements that follow from the General Data Protection Regulation (GDPR), the Dutch GDPR Implementation Act (Uitvoeringswet Algemene verordening gegevensbescherming (UAVG)), and additional directives.
- 16.3** Technical and organizational measures will be taken to protect the Personal Data against destruction, loss or any other form of unlawful processing, taking into account the state of technology and the nature of the Processing.
- 16.4** The Contractor will not process the Personal Data obtained for processing for its own purposes and will not process it for other or further purposes than is reasonably necessary for the performance of the Agreement, unless Stedin has given its written permission for this.
- 16.5** The Contractor will not share the Personal Data with other parties. If the Contractor wishes to use another party (processor) for his activities, the Contractor shall inform Stedin in advance. The Contractor will only use parties who comply with the requirements of the GDPR, UAVG and additional directives.
- 16.6** The Contractor will inform Stedin within one Working Day about each request and/or complaint from the Supervisory Authority or the Data Subject with regard to the Personal Data processed at the performance of the Agreement.
- 16.7** The Contractor shall cooperate with Stedin when the Data Subject submits a request for the exercise of his or her rights such as, but not limited to, the right to inspect, rectify, delete, object to the Processing of the Personal Data and a request for transferability of own Personal Data.
- 16.8** The Contractor will inform Stedin within one Working Day about any court order, summons, legal obligation or other obligation to share Personal Data with third parties.
- 16.9** The Contractor shall cooperate with the performance of a Privacy Impact Assessment if there is reason to do so due to a change in the Processing.
- 16.10** The Contractor informs Stedin about the discovery of a possible Personal Data Breach without delay after discovering it. The Contractor will then keep Stedin informed about new developments regarding the Personal Data Breach.

- 16.11** The Contractor will provide the following information in case of a Personal Data Breach:
- a detailed description of the Personal Data Breach;
 - type of Personal Data involved in the Personal Data Breach;
 - of how many people the Personal Data are involved in the Personal Data Breach;
 - the identity of the persons involved in the Personal Data Breach;
 - the measures taken to limit negative consequences for the Data Subjects and to remedy the Personal Data Breach;
 - the cause of the Personal Data Breach;
 - the duration of the Personal Data Breach and the moment of origin.
- 16.12** Any costs incurred in resolving the Personal Data Breach will be borne by the party who incurs the costs, unless the Personal Data Breach has occurred as a result of the non-fulfilment of the Agreement by the Contractor, then the costs are at the expense of the Contractor. In addition, Stedin reserves the right to use other legal remedies.
- 16.13** Communication about the Personal Data Breach will always take place in consultation.
- 16.14** When the Agreement between the Contractor and Stedin ends, the Contractor will return the Personal Data that he has processed in the performance of the Agreement to Stedin and/or destroy it.
- 16.15** Contractor will compensate Stedin for and indemnify Stedin against all claims of third parties for damages as a result of non-compliance with this article by Contractor.
- 16.16** If the Contractor is deemed to be a Processor, the Parties shall arrange the processing of Personal Data by the Contractor for Stedin in a data processing agreement.

17 Publicity

- 17.1** The Contractor may not refer, implicitly or explicitly, to the Deliverable in publications (including press releases) or advertisements and may use Stedin's name as a reference only with Stedin's prior consent. In the event of a violation of this article, the Contractor will owe Stedin a penalty of € 25,000, due and payable forthwith, for each infringement, without prejudice to other rights such as the right to claim compensation.

18 Intellectual property rights

- 18.1** All intellectual or industrial property rights in any form whatsoever arising from inventions or otherwise created by or resulting from the performance of the Agreement by the Contractor rest with or are granted in ownership to Stedin. These rights are transferred by Contractor to Stedin on the basis of the Contract at the moment they come into being, should this situation arise, which transfer is accepted by Stedin, should this situation arise.
- 18.2** In so far as (the results of) the Deliverables performed are achieved partly or wholly using existing intellectual property rights that do not accrue to Stedin, the Contractor grants Stedin a non-exclusive and irrevocable right of use for an indefinite period. In such an event, the Contractor guarantees that it is entitled to grant the aforesaid right of use.
- 18.3** In so far as a separate instrument needs to be executed for the assignment of the rights referred to in article 18.1, the Contractor hereby irrevocably authorises Stedin to draft such an instrument and sign it on the Contractor's behalf, without prejudice to the Contractor's obligation to cooperate with the assignment of these rights as soon as Stedin requests it to do so, without attaching any conditions to its cooperation.
- 18.4** If there is a difference of opinion between the Parties on the intellectual property rights referred to in article 18.1, in relation to (the results of) the Deliverables performed, it will be assumed, in the absence of proof to the contrary, that the rights accrue to Stedin. In all cases, Stedin may continue to use the results for the purposes specified in the Agreement.
- 18.5** The Contractor hereby renounces vis-à-vis Stedin any moral rights vested in it, i.e. the Contractor, as referred to in the Copyright Act, in so far as the relevant regulations allow it to do so. Acting both in its own capacity and on behalf of the Contractor's Staff, and as authorised to this end, the Contractor renounces vis-à-vis Stedin any moral rights vested in these persons, in so far as the relevant regulations allow it to do so.
- 18.6** The Contractor indemnifies Stedin against all claims brought by third parties in respect of any breach of their intellectual property rights, including equivalent claims relating to knowledge, unlawful competition and suchlike. The Contractor is obliged to take any action that may help to prevent stagnation and to limit the additional costs and/or damage incurred as a result of such breaches, and to do so at its own expense.

18.7 Without prejudice to the above provisions, Stedin may, if a third party holds the Contractor liable for a breach of its intellectual property rights, cancel the Agreement in writing, in full or in part, out of court, without prejudice to its other rights vis-à-vis the Contractor, such to include but not limited to any right to compensation. Stedin will not exercise its right to cancel the Agreement until it has first consulted the Contractor.

19 Liability

19.1 If either Party fails to discharge an agreed obligation, the other Party may give it notice of default. In such a case the defaulting Party will be given a reasonable period in which to perform the obligation. If the Party in breach still fails to perform the obligation within this further period, it will then be deemed to be in default. Notice of default is not necessary where the period for performance constitutes a vital deadline or where it must be inferred from a notification from or the conduct of the defaulting Party that it will fail to perform its obligation.

19.2 Unless agreed otherwise, a Party that imputably fails to discharge its obligations is liable to the other Party for any damage incurred by the other Party, on the understanding that liability is limited to the following amounts:

- for Agreements whose total value is less than or equal to €50,000: €150,000 per event and €300,000 for each year or part of a year that the Agreement has been in force;
- for Agreements whose total value is greater than €50,000 but less than or equal to €100,000: €300,000 per event and €500,000 for each year or part of a year that the Agreement has been in force;
- for Agreements whose total value is greater than €100,000 but less than or equal to €150,000: €500,000 per event and €1,000,000 for each year or part of a year that the Agreement has been in force;
- for Agreements whose total value is greater than €150,000 but less than or equal to €500,000: €1,500,000 per event and €3,000,000 for each year or part of a year that the Agreement has been in force;
- for Agreements whose total value is greater than €500,000: €3,000,000 per event and €5,000,000 for each year or part of a year that the Agreement has been in force.

Related events will be treated as a single event.

19.3 The limitation of liability referred to above will not apply:

- a. to third-party claims for compensation as a result of death or injury, and/or
- b. if there has been intent or gross negligence on the part of the other party or its Staff, and/or
- c. to breaches of intellectual property rights as referred to in article 18; and/or
- d. to claims for compensation, including any fines imposed by the supervisory authority, as a result of non-compliance with its obligations regarding the processing of personal data as referred to in article 16, or in a processing agreement concluded on the basis of article 16.16.

19.4 If, in performing the Deliverable, the Contractor makes use of property belonging to Stedin, the Contractor is liable for any damage caused to such property, as well as for damage suffered by the Contractor or third parties, in whatever manner, as a result of using this property. The limitation of liability set out in paragraph 2 applies mutatis mutandis.

19.5 The Contractor is liable for all obligations in respect of its Staff, including those arising under tax, healthcare insurance and social insurance legislation. The Contractor will indemnify Stedin against any liability in this connection.

20 Cancellation and notice of termination

20.1 Either Party may cancel the Agreement in full or in part by registered letter, without recourse to the courts, if the other Party is in default or compliance is permanently or temporarily impossible, unless the breach does not warrant cancellation in view of its exceptional nature or limited importance.

20.2 If one of the Parties is unable to discharge its obligations under the Agreement as a result of force majeure, the other Party is entitled to cancel the Agreement, subject to a reasonable period, in full or in part out of court by registered mail, without its action creating any entitlement to compensation, but no earlier than 5 Working Days as from the date on which the circumstance that produced the force majeure arose.

20.3 The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, failures in the Contractor's production process, late delivery or the unsuitability of items required for the performance of the work, liquidity or solvency problems on the part of the Contractor or failures on the part of third parties engaged by the Contractor.

20.4 Stedin may cancel the Agreement forthwith out of court by registered mail, without being required to send any demand or notice of default and without obligation to pay any damages, if:

- a. the Contractor applies for or is granted a provisional or definitive suspension of payments;
- b. files for bankruptcy or is declared bankrupt;
- c. if a substantial proportion of its assets are seized;
- d. the business of Contractor is wound up, or is ceased;
- e. if control of the business operations of Contractor undergoes a major change;
- f. if Contractor is deemed on any other grounds to be no longer capable of discharging its obligations under the Agreement;
- g. if bribery or conflicts of interest as referred to in article 27 occur; or
- h. if Contractor no longer complies with the suitability requirements on which the Contractor has been awarded an order, or a ground for exclusion as referred to in Article 3.65 (3) jo 2.86 and 2.87 of the Dutch Procurement Act occurs with regard to Contractor.

20.5 If the Agreement is cancelled, the Contractor will repay any undue amounts already paid by Stedin, plus the statutory interest on those amounts from the date on which they were paid. If the Agreement is partially cancelled, the Contractor only has to repay payments relating to the part of the contract that has been cancelled.

20.6 Stedin may also cancel the Agreement without recourse to the courts and without being required to send any prior demand or notice of default, if it has good grounds for assuming that a court of law would set aside the Agreement under part 4.3.1 of the Public Procurement Act 2012 if an application to this effect were made. Contractor is if then entitled to reimbursement of costs reasonably incurred in performing the Agreement and the costs of reasonable future obligations already entered into in connection with the Agreement. If, however, Stedin shows that the unlawfulness is wholly or partly attributable to Contractor, Contractor is not entitled to compensation.

20.7 If Stedin has concluded two or more interrelated Agreements with Contractor, Stedin may cancel in the specified manner the other Agreement(s) in the cases referred to in articles 20.1, 20.4 and 20.6. Evidence of an interrelationship as referred to above must be apparent from the (related) Agreements.

20.8 In addition, Stedin may terminate the Agreement at any time by giving notice of termination by registered mail. In such an event, the account between Stedin and the Contractor will be settled on the basis of the Deliverables provided and costs reasonably incurred by the Contractor in carrying out the assignment in question and of any commitments reasonably entered into for the future for the purposes of the present Agreement. Stedin is not obliged to compensate the Contractor in any other way for the consequences of the termination of the Agreement.

21 Retention of right to demand performance

21.1 The fact that one of the Parties omits to demand the performance of any provision of the Agreement within a time limit set by the Agreement does not affect its right to demand performance at a later date, unless the Party in question has expressly agreed to the non-performance in writing.

22 Insurance

22.1 The Contractor has taken out and will retain adequate and customary insurance cover in accordance with generally accepted standards in respect of the following risks:

- a. professional liability, i.e. the risks arising from professional errors, if applicable;
- b. business liability, including liability for damage caused to persons or Stedin's property;
- c. loss of or damage to business property (including as a result of fire or theft), including items of property owned by Stedin.

This insurance must have a primary coverage.

22.2 At Stedin's request, the Contractor will immediately present either the original or certified copies of the policies and proof of the payment of premium for the insurances referred to in paragraph 1 or a statement from the insurer to the effect that these policies exist and the premium has been paid. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices and fees.

23 Right to audit

- 23.1** The Contractor undertakes within the context of the Deliverable as part thereof to reasonably enable Stedin to comply with its internal and external obligations with respect to certification and accountability. To this end, the Contractor will document its services and products in a professional manner without charging separate costs.
- 23.2** Stedin will be entitled to have audits conducted at Contractor by internal and external auditors. Contractor shall give all reasonable cooperation to Stedin in the performance of audits relating to:
- the performed Deliverable in general and the processing of data provided by Stedin and its customers in particular;
 - the fulfilment by Contractor of its obligations;
 - security aspects of the Deliverable and the data of Stedin and its customers; and
 - aspects that Stedin needs to verify in order to meet its legal obligations.
- 23.3** The Contractor shall provide the auditor with all reasonable cooperation and access to relevant systems and documents insofar as these relate to the delivery to Stedin. Both parties each bear their own costs with regard to performing audits, unless the auditor reports violations in the performance by Contractor of its obligations, in which case the Contractor shall pay the reasonable costs of the auditor, without prejudice to any other rights of Stedin in respect of a shortcoming by the Contractor.

24 Exit clause

- 24.1** If the Agreement ends early for any reason whatever, the Contractor is obliged to:
- at the first request of Stedin take whatever action is necessary to ensure that a new contractor or Stedin itself can, without impediment, timely assume responsibility for performing the Agreement and/or can perform a similar Deliverable for the benefit of Stedin; and
 - at the first request of Stedin consult regarding the continuation of the deliverable by third parties and/or Stedin itself and to draw up an exit plan together with Stedin; and
 - immediately return to Stedin all Documents, Materials, data and other items, including data and information carriers, made available to it by or on behalf of Stedin; and
 - not to impose any barriers or obstructions of any kind that can complicate or prevent the transition to a new contractor in any way whatsoever.
- 24.2** Other than in a case where the Agreement is cancelled pursuant to the provisions of article 20.1 or 20.4, Contractor will perform the services referred to in article 24.1 at the rates and on the terms specified in the Agreement or, in the absence thereof, at the rates generally applied by Contractor and on such terms as may be agreed. The services referred to in article 24.1 will be provided free of charge if Contractor imputably fails to discharge an obligation, such to include the situation referred to in the last sentence of article 20.6.

25 Assignment of rights and obligations

- 25.1** The Parties may not transfer their rights and obligations under the Agreement to third parties without the consent of the other Party. The other Party will not withhold its consent without good reason. The Parties may attach conditions.
- 25.2** In derogation from article 25.1, Stedin has the right to transfer the rights and obligations under the Agreement to an Affiliated Company.

26 Security procedures and internal rules

- 26.1** The Contractor is responsible for the safety and health of his staff and staff of third parties engaged by him and is aware that Stedin considers safety and health as a priority.
- 26.2** The Contractor must ensure that the Staff involved by him will at all times comply with the government regulations and other procedures, house rules, codes of conduct, regulations, instructions and directions with regard to safety, health and the environment applicable at the place of performance. Stedin will make the procedures and rules drawn up by him available upon request.

- 26.3** Stedin may carry out (or cause to be carried out) a security check on the Contractor's Staff who have been or are assigned to work on the Agreement, in accordance with the rules usually applied by Stedin. The Contractor will cooperate fully in such checks. Stedin may, on the basis of the results of a security check, refuse to allow the person in question to work on the Agreement.
- 26.4** Stedin may require certificates of good conduct to be produced in respect of the Contractor's Staff at least three Working Days before they start work at Stedin's premises.
- 26.5** Contractor will report the arrival of its Staff at a location of Stedin in good time to Stedin's contact. Contractor will ensure that its Staff are able, at the request of Stedin, to produce evidence of their identity and to show that they are working for or on behalf of Contractor. Stedin may refuse any person access to any of its locations.
- 26.6** If a person who belongs or belonged to the Staff of Contractor and who visits locations of Stedin in that capacity no longer works (or will no longer work) for Supplier for any reason whatever, Contractor will immediately report this to Stedin's contact.

27 Bribery and conflicts of interest

- 27.1** The Parties may not offer to each other or to third parties – or solicit, accept or obtain from each other or third parties – whether for themselves or for any other party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as an illicit practice. Such a practice may constitute grounds for cancelling the Agreement either in full or in part.
- 27.2** If it is found that a member of Stedin's Staff is also in the Contractor's employment or was also in Contractor's employment at the time when negotiations took place on the formation of the Agreement, regardless of whether or not this is or was paid employment, and that Stedin was not informed of this prior to the conclusion of the Agreement, Stedin may cancel the Agreement with immediate effect, without being required to give notice of default or to pay any compensation and without prejudice to any right of Stedin to compensation.

28 Continuing obligations

- 28.1** Termination of the Agreement will not discharge the Parties from obligations which, by their nature, are intended to continue in force thereafter. These obligations include in any event the provisions on indemnification for breaches of intellectual property rights, guarantees, liability, confidentiality, processing of personal data, exit clause, disputes and applicable law.

29 Applicable law, competent court

- 29.1** Dutch law applies exclusively to these Purchase Conditions as well as all Agreements concluded with Stedin.
- 29.2** The Dutch text of these Purchase Conditions prevails over any translations thereof, regardless of whether the translation in question is a sworn translation.
- 29.3** Any disputes arising from any Agreement between Stedin and the Contractor or from these Purchase Conditions are subject to the adjudication of the competent court in Rotterdam, with the understanding that Stedin is entitled to submit (simultaneously or at another time) claims against the Contractor to other judicial tribunals competent under national or international legal rules to hear such claims in accordance with the arbitration scheme of the Netherlands Arbitration Institute. The arbitration board will consist of one or three arbiters, who will judge in accordance with the rule of law. The place of arbitration will be Rotterdam.
- 29.4** Applicability of the Vienna Sales Convention 1980 (CISG) is excluded.

These Purchasing Conditions have been published on www.stedin.net.

PART 2 - SPECIAL PROVISIONS: GOODS

These provisions apply, always together with the general provisions (Part 1), to delivery of Goods.

30 Delivery

30.1 Unless otherwise agreed in writing, delivery will take place on the basis of Incoterm DDP (Delivery Duty Paid) and thus by Contractor on the agreed delivery date or dates, or within the agreed delivery period(s), at the delivery address and place specified by Stedin. Contractor bears all costs and risks connected to the transport of the Goods to that place, including, if applicable, the payment of the import duties and the responsibility for fulfilling the associated formalities.

31 Transfer of risk and title

31.1 The risk of damage to or loss of Goods that constitute or form part of the Deliverable will pass to Stedin upon Acceptance.

31.2 Without prejudice to the provisions of article 18, title to the Deliverable (or parts of it) will pass to Stedin upon Acceptance, or earlier at the time of prepayment or (interim) payment. The Contractor will in that case mark (the parts of) the Deliverable as the identifiable property of Stedin and indemnify Stedin against loss or damage and the exercise of rights by third parties.

32 Packaging and transport

32.1 The Goods must be packaged properly and secured and transported in such a way that they reach their destination in good condition, in observance of the applicable legislation in this regard.

32.2 The Contractor will observe any requirements set by Stedin on the packaging or transport and/or additional logistical conditions.

32.3 The Contractor will indicate on the packing list, in a clear and comprehensible manner, the Stedin purchase order number, the article number, the description of the articles and the number of each article.

33 Guarantees

33.1 Further to article 9, the Contractor guarantees that:

- a. the Good will be composed of new parts upon delivery;
- b. the Good is undamaged;
- c. at the time of delivery it will have full title to the Good and that the Good is not subject to any reservation of title, limited right or seizure or attachment by a third party and is free from other encumbrances and limitations.

34 Product Modifications

34.1 Where a manufacturer of a Good prescribes a modification, the Contractor will ensure that the modification is made as quickly as possible and free of charge either by itself or by the manufacturer of the Good.

34.2 The Contractor shall carry out modifications to Goods that have not been prescribed by the manufacturer in consultation with and not earlier than after Stedin's approval of the modification(s) and any accompanying price quotation.

35 Replacement of parts

35.1 If the replacement of parts by the Contractor causes or may cause changes to the functioning of the Good, this replacement will be made only with the consent of Stedin.

35.2 Parts may be replaced only by new, prescribed parts. If no parts are prescribed, parts will only be replaced by new parts that are at least equivalent in functional and technical terms.

PART 3 - SPECIAL PROVISIONS: SERVICES

The provisions of this special part apply, always together with the general provisions (Part 1), where the Contractor performs Services for Stedin, including the performance of Work.

36 Contractor's Staff

36.1 Contractor's Staff who are deployed for the performance of the Services shall possess the expertise, training and experience which are required for performing the Services.

36.2 The Contractor will replace Staff only with the prior consent of Stedin. Stedin may attach conditions to its consent and may not withhold its consent unreasonably.

36.3 Stedin may demand the replacement of Staff, if it feels that this is either necessary or desirable for the proper performance of the Agreement.

36.4 Where Staff are replaced, the Contractor will provide replacements at the same rate and ensure that their expertise, qualifications and experience are at least equal to those of the original Staff or satisfy the conditions agreed by the parties.

37 Progress reporting and work consultations

37.1 The Contractor will report to Stedin on the progress of the work as often as and in a manner as the Agreement prescribes, or as Stedin deems fit.

37.2 The Parties will consult together as often as they consider necessary about the progress of the work.

38 Employment conditions

38.1 In performing the Services, the Contractor will comply with the applicable legislation on employment conditions and with the collective labour agreement applicable to it and its staff.

38.2 The Contractor will record all agreements on employment conditions made for the purpose of the performance of the Services in a clear and accessible manner.

38.3 Upon request, the Contractor will immediately grant competent authorities access to these agreements on employment conditions and cooperate with any inspections, audits or salary validations.

38.4 Upon request, the Contractor will immediately grant Stedin access to the agreements on employment conditions referred to in paragraph 2 if Stedin considers this necessary to prevent or deal with a salary claim concerning work carried out for the purpose of the performance of the Services.

38.5 The Contractor will impose the obligations arising from the previous paragraphs in full on all parties with which it enters into contracts for the purpose of the performance of the Services and will also stipulate that these parties impose these obligations in full on all parties with which they, in turn, enter into contracts for the purpose of the performance of the Services.

39 Sequential liability and turnover tax

39.1 The Contractor warrants that it and the subcontractors/third parties engaged by it to perform the Agreement will meet their obligations to declare and remit wage tax and social insurance contributions to the Employment Benefits Agency UWV and Dutch Tax and Customs Administration. The Contractor must indemnify Stedin against any claims for failing to meet those obligations.

39.2 At Stedin's request, the Contractor provides proof of the payments made by it and its subcontractors/third parties by means of a "Certificate of Payment Behaviour (Liability for Subcontractors)" [Verklaring betalingsgedrag keten- en inlenersaansprakelijkheid], and provide Stedin with insight into its administration.

39.3 At Stedin's first request, the Contractor will make available what is known as a G-account (escrow account), unless Stedin notifies the Contractor that it wants to pay directly to the Dutch Tax and Custom Administration. The Contractor will state on the invoice the amount in wage tax and social Insurance contributions and/or VAT which it is required to remit to the Tax Administration, or the percentage in wage tax and social Insurance contributions and/or VAT to be paid into the G-account or directly as agreed with Stedin.

39.4 At Stedin's request, the Contractor must enclose with its invoices, or include in its invoices references to, timesheets that show which persons were deployed on which days and for how many hours per day during the performance. The Contractor must state the names, addresses, birth dates, and social security numbers of those persons, and include copies of their IDs. The persons to be deployed must,

insofar as applicable, have a valid residency or work permit, and the Contractor will submit proof of that. The Contractor must confirm that the persons so identified were employed or hired by the Contractor during the performance.

- 39.5** If the transfer regulations pursuant to the 1968 Turnover Tax Act are applicable, it should be mentioned on the invoice that the turnover tax (VAT) has been transferred and no VAT should be charged.

PART 4 - SPECIAL PROVISIONS: WORKS

The provisions of this special part apply, always together with the general provisions (Part 1) and special conditions Services (Part 3), where the Contractor performs Work for Stedin.

40 Additional definitions

Further to article 1, the following terms, where written with initial capitals, are defined as follows in this special part of the Purchase Conditions:

- 40.1 Construction Materials:** all raw materials, materials, objects, systems, parts to be used by Contractor for the realisation of the Work.
- 40.2 Management:** the persons who represent Stedin in all matters concerning the performance of the Work.
- 40.3 Timetable:** a general timetable with milestones and periods which indicate the way and the order in which and the materials and the auxiliary equipment with which Contractor intends to perform the Work and its parts, as well as the duration he deems necessary for each part.

41 Management

- 41.1** Stedin is entitled to designate one or more persons to act as the Management.
- 41.2** The Management is in charge with supervising the performance of the Work and the Management represents Stedin in respect of all matters related to the Work, except insofar as Stedin informs the Contractor otherwise in writing and in the cases in which Stedin is referred to in these Purchase Conditions.
- 41.3** The Management is authorised to determine that work that it designates may not be performed other than in the presence of the Management or persons whom it designates.

42 Performance of Work

- 42.1** Stedin shall ensure that Contractor can have access in good time to the building, site or water in or on which the Work must be performed and, if applicable, to the information to be provided by Stedin.
- 42.2** Contractor must, before commencing the Work, acquaint himself with the situation at the site or in the building where the Work is to be performed.
- 42.3** The Contractor is obliged to ensure that the Work is being prepared and performed in concordance with the applicable standards for workmanship and expertise, the provisions of the Agreement and the relevant regulations and documents, as well as the directions and instructions from Stedin.
- 42.4** Unless agreed otherwise, the Contractor at its own account must ensure to obtain the permits, exemptions, approvals, decrees, and the like necessary for the performance of the Work.
- 42.5** The Work and its performance are at the risk and expense of Contractor as of the date of commencement of the Work or on such earlier date as Contractor, with permission of Stedin, starts with the Work up to and including the Day on which the Work applies as supplied/delivered and approved within the meaning of article 44. The Work and its performance also mean the preparation, the supply and use of Construction Materials, the performance of the auxiliary works and the effectiveness and capacity of the equipment and tools used by the Contractor.
- 42.6** In addition to article 7 the Contractor is obliged to inform Stedin of inaccuracy and incompleteness in its orders/directions or the orders/directions given in its name, as well as of defects to Construction Materials provided or prescribed by Stedin, insofar as the Contractor is aware of these or in all reasonableness should be aware of these.
- 42.7** Contractor is obliged to inform Stedin immediately of accidents or damage that arises during the performance of the Work and provide Stedin with all information desired on that matter. In that case, Contractor shall take adequate measures to prevent further accidents and/or damage.

- 42.8** Contractor and his Staff or third parties engaged by him are obliged to observe the safety and environmental regulations prescribed by the government and to conform to the current regulations, instructions and orders concerning order, safety, the environment and control at the place where the Work is performed.

- 42.9** The working hours of the Staff engaged for the Work shall be equal to those of Stedin's personnel, unless agreed otherwise in writing.

43 Duration of the Work

- 43.1** The performance of the Work by the Contractor should be executed in such a manner that the realization of the Work in accordance with the term stipulated in the Agreement is ensured. The period within which the Work must be delivered can be extended by Stedin.
- 43.2** Not later than on the fifteenth Working Day following the conclusion of the Agreement the Contractor draws up a Timetable in which is clearly indicated in which manner, in which order, with which material and with which resources the Contractor plans to perform the Work and all associated aspects, as well as the duration of each part of the Work. The Timetable should comply with the requirements for the performance of the Work stipulated in the Agreement.
- 43.3** The Timetable must be approved by Stedin and after approval forms part of the Agreement. Approval of the Timetable by Stedin does not affect the liability of Contractor for the correctness and possibility of realisation of the Timetable. Deviation from the Timetable by Contractor is only permitted if Stedin consents hereto.
- 43.4** The period within which the Work must be delivered is set out in the Agreement:
- in an amount of workable calendar days; or
 - in an amount of calendar days, -weeks or -months; or
 - by way of a specific date.
- Workable calendar days are considered unworkable when, outside of the Contractor's scope of risks, the majority of the personnel or machinery are unable to work for at least 5 hours.

44 Survey, delivery and maintenance

- 44.1** Not later than fourteen calendar days before the date on which the Work is complete in the opinion of the Contractor, the Contractor shall invite Stedin in writing, stating the date on which the Work will be completed in its opinion, to commence a survey of the Work. The survey is intended to establish whether the Contractor has met the obligations set out in the Agreement and will be performed by Stedin in the presence of the Contractor no later than eight calendar days following the date mentioned in the invitation.
- 44.2** Within eight calendar days following the survey of the Work, Stedin shall inform the Contractor in writing of whether the Work has been approved. If Stedin withholds approval, the notice thereof shall also contain the defects which stand in the way of approval. The Contractor is obliged to remedy such defects as soon as possible, for its own account and risk.
- 44.3** Minor defects not standing in the way of approval mentioned by Stedin in the notice referred to in article 44.2 should be remedied by the Contractor before the date on which the next payment term expires.
- 44.4** The articles 44.1 through 44.3 continue to be fully applicable in case of another survey following the withholding of approval.
- 44.5** The Work is considered delivered on the day on which the Contractor receives, in accordance with article 44.2, a written notice from Stedin stating the Work has been approved.
- 44.6** As from the day following the day of delivery of the Work, a maintenance period of 90 calendar days applies, unless a longer period has been agreed upon in the Agreement.
- 44.7** The Contractor is obliged to remedy defects which occur during the maintenance period as soon as possible, for his own account and at his own risk.

45 Construction Materials and tools

- 45.1** At the request of Stedin, the Construction Materials and tools used by the Contractor for the performance of the Work should be approved by the Management before they are used in the performance of the Work.
- 45.2** If the Management rejects Construction Materials or tools on the basis of the provisions of article 45.1, the Contractor is obliged to replace these within two Working Days at his own account.
- 45.3** Unless in case of a possible retention of title by any other party than Stedin or the Contractor, the construction materials become the property of Stedin as soon as these have been delivered at the Work and have been approved by the Management, the risk of loss and/or damage, however, lies with the Contractor as from that moment to the date of delivery of the Work. Old construction materials resulting from the Work remain the property of Stedin.

- 45.4** Stedin is authorised to require that the transfer of ownership of the Construction Materials take place at an earlier time.
- 45.5** The Contractor will then mark the Construction Materials as the identifiable property of Stedin and indemnify Stedin against loss or damage of the Construction Materials and the exercise of rights to the Construction Materials by third parties.

46 Final settlement and payment

- 46.1** Invoicing by Contractor can only take place after approved "Declaration of Performance" statement ("DP statement") as mentioned in article 46.3. Invoices sent by the Contractor must always be accompanied by supporting documentation and meet the requirements set by the 1968 Turnover Tax Act.
- 46.2** If payment in instalments is agreed upon, the payment of an instalment shall take place within 30 calendar days after survey and approval, as referred to in article 44, of the concerning executed part of the Work has taken place and an invoice for that instalment has been received.
- 46.3** The Contractor shall send Stedin the final settlement for the Work in the form of a DP statement signed by Stedin and the Contractor as soon as possible, but no later than 14 calendar days after the lapse of the maintenance period or the date of the delivery of the Work. The following shall, among other things, be included in the final settlement:
- the contract price;
 - a specification of the additional and less work;
 - a statement of the amounts already paid by Stedin;
 - a specification of all payments both Parties may claim from each other on the basis of the Agreement.

PART 5 - SPECIAL PROVISIONS: ICT

The provisions of this special part apply, always together with the general provisions (Part 1) and any other special provisions (Part 2 and/or 3), where the Contractor performs an ICT-related (partial) Deliverable for Stedin.

47 Additional definitions

Further to article 1, the following terms, where written with initial capitals, are defined as follows in this special part of the Purchasing Conditions:

- 47.1 Cloud Services:** the provision of Software and/or Documentation remotely (online) by Contractor to Stedin. This includes SaaS, Paas, and IaaS services and hosting services.
- 47.2 Office Hours:** Workdays between 07.00 hours and 19.00 hours, unless the Parties have agreed otherwise.
- 47.3 Maintenance:** work to be performed by the Contractor for the purpose of repairing and/or enhancing the Deliverable.
- 47.4 Software:** the set of program rules to be provided by the Contractor and capable of being used, either directly or indirectly, by a computer to achieve a particular, defined result.

Part 5A - General Provisions ICT

48 Guarantees

- 48.1** The guarantee referred to in article 9 does not apply in so far as Contractor shows that a defect has occurred as a consequence of a change made to the Deliverable without its consent, by Stedin or a third party used by it. Nor does the guarantee apply if the defect is demonstrably due to incorrect, careless or injudicious use of the Deliverable by Stedin.
- 48.2** Contractor guarantees that it can maintain the Deliverable for five years after the date of Acceptance, during at least three years of which the Maintenance will be carried out in the manner specified in the special provisions on Maintenance, unless expressly agreed otherwise.
- 48.3** Further to article 9, the Contractor guarantees in the event that Software and/or Cloud Services are made available to Stedin that:
- Contractor keeps appropriate organizational security measures implemented to ensure the availability, integrity and confidentiality of the data processed using the Software or Cloud Services, in accordance with the ISO 27001 standard, or an equivalent standard to be agreed upon;

- the Software and/or the Cloud Services contains no "back door," "drop dead device," "time bomb," "Trojan horse," "virus," or "worm" (as such terms are commonly understood in the software industry) or any other code designed or intended to have any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) damaging or destroying any data or file without the user's consent.
- the Software and/or the Cloud Services has been developed in accordance with the standards OWASP or the ICT Security Guidelines for Web applications of the NCSC, or an equivalent standardization to be agreed, in order to ensure that it is free of security problems;
- the Cloud Services are provided with proper identification, authentication and authorization to allow authorized users to access and to keep unauthorized persons out;
- if Contractor is not the owner of the Software or Cloud Services, it has been authorised by the owner to grant Licences to third parties on behalf of the owner. The Contractor will furnish Stedin, on request, with a copy of the authorisation.

Part 5B - Special Provisions ICT: Standard Software

The provisions of this special part apply, always together with the general provisions (Part 1) and the general provisions ICT (Part 5A) and any other special provisions, to the acquisition of (Licences for) Standard Software by Stedin.

49 Additional definitions

Further to articles 1 and 47, the following terms, where written with initial capitals, are defined as follows in this special part of the Purchasing Conditions:

- 49.1 Installation Copy:** a data carrier containing the Standard Software for which the Licence is granted.
- 49.2 New Version - upgrade:** a subsequent version of Standard Software that contains predominantly new or modified functionalities, whether or not issued under a new name.
- 49.3 Patch:** a correction to Standard Software that is intended to be temporary.
- 49.4 Standard Software:** Software developed for general use that is made available to Stedin on a non-exclusive basis.
- 49.5 Enhanced Version - update:** a subsequent version of the Standard Software in which defects have been repaired and/or its operation has otherwise been improved.

50 Licence

- 50.1** The Licence for Standard Software entails a perpetual and irrevocable right to have the Standard Software used by any person who performs work for Stedin or for any Affiliated Company, on any device that is capable of running the software, except insofar as such this right is expressly limited in the Agreement (such as in time, users, etc.). The Licence also applies to New Versions if Stedin is entitled to receive it.
- 50.2** The Licence does not entail any transfer by the Contractor to Stedin of any patent, copyright or trademark.
- 50.3** Stedin may make and use copies of the Standard Software as often as it considers necessary for the purpose of its operational activities. Stedin will not provide copies to persons who are not authorized to use it.
- 50.4** If the Contractor repairs defects in the Standard Software only by issuing Patches or Enhanced Versions, Stedin is entitled to receive and use them free of charge during the guarantee period referred to in article 9.3, even if it has not agreed any Maintenance with the Contractor.

51 Provision of an Installation Copy

- 51.1** The Contractor will, if possible, provide Stedin with an Installation Copy or enable it to make a copy itself. The price of the copy is included in the Fee.
- 51.2** If Stedin is entitled to receive New Versions, the provisions of article 51.1 will also apply to them.
- 51.3** If the Installation Copy has been mislaid or has been damaged in such a way that the agreed use is no longer possible, the Contractor will, on request and with due dispatch, provide Stedin with a new Installation Copy of the original version delivered to Stedin and of any Enhanced and New Versions thereof used by Stedin or will enable Stedin itself to make such a copy. In so far as applicable, the Contractor will be entitled only to reimbursement of the cost price of the materials of the Installation Copy.

Part 5C - Special Provisions ICT: Development of Custom Software

The provisions of this special part apply, always together with the general provisions (Part 1), special provisions Services (Part 3), general provisions ICT (Part 5A), and any other special provisions, where the Contractor develops Custom Software for Stedin.

52 Additional definitions

Further to articles 1 and 47, the following terms, where written with initial capitals, are defined as follows in this special part of the Purchasing Conditions:

- 52.1 Source Code:** the entirety of program instructions in their original programming language, including the accompanying Documentation, intended for execution by a computer and in such a form that it can be used by a programmer who has knowledge and experience of the programming method and technology to modify the software.
- 52.2 Custom Software:** Software specifically developed or yet to be developed for Stedin or modifications to Standard Software specifically made for Stedin.
- 52.3 Object Code:** translation of the Source Code into a code that can be directly read and executed by a computer.
- 52.4 Completion:** the presentation by the Contractor of the Deliverable (or parts of it) for Acceptance.

53 Working method

- 53.1** In accordance with the Agreement and the specifications stated therein, the Contractor shall effect the Custom Software in phases as soon as possible, taking into account reasonable wishes from Stedin. In particular, the Contractor will adequately document the Custom software.
- 53.2** The Agreement describes in which phases which activities will be performed, which functional, qualitative and/or quantitative requirements or acceptance criteria apply per phase, when these results are expected to be ready and at what costs and compensation.
- 53.3** For each phase, the Contractor will carry out the work and develop the relevant parts of the Custom Software in clear iterations (planning, analysis, design, testing and documentation) in close cooperation and good consultation with Stedin. After each iteration, the Parties will jointly document possible deviations from the original order and specifications and coordinate future phases accordingly.
- 53.4** The Contractor will in principle program all Custom Software itself. If the Contractor wishes to engage one or more third parties for certain specific activities, he will request permission from Stedin. In cases where Contractor deems the use of third party work desirable (for example the use of open source Custom software), the Contractor will submit the applicable licenses to Stedin in advance. If Stedin approves a license, the work in question will be included in the specifications. Stedin can refuse the acceptance of (the works of) third parties if these are unacceptable to him on reasonable grounds.
- 53.5** The costs of third-party licenses are for the Contractor unless explicitly agreed otherwise. The use of third-party work does not discharge the Contractor from his responsibilities under the Agreement, not even where it concerns errors in these works, nor if its suppliers refuse to repair them.

54 Completion Custom Software

- 54.1** The order to develop Custom Software includes Completion. Completion involves the handing over of the Source Code and the Object Code.

55 Acceptance procedure Custom Software

- 55.1** Without prejudice to the provisions of article 11, Acceptance of Custom Software will take place as follows.
- 55.2** The Contractor will give Stedin timely notice of Completion in respect of the Custom Software.
- 55.3** The Contractor performs all necessary technical and functional tests prior to the Completion, and remedies all resulting defects.
- 55.4** In the event of identified defects, the Contractor shall not proceed to Completion. This is without prejudice to the obligation of timely delivery to Stedin.
- 55.5** All expenses arising from the realization of the tests and the repair of defects arising from this as referred to in article 55.3 are at the expense of the Contractor.

- 55.6** If Stedin carries out or commissions an acceptance test, it will draw up and sign a test report as quickly as possible and send it to the Contractor. The test report will record any defects that are discovered and whether Stedin approves or rejects the Custom Software.
- 55.7** If Stedin approves the Custom Software, the date of signature of the test report will be deemed to be the date of Acceptance.
- 55.8** If Stedin does not approve the Custom Software when carrying out the acceptance test for the first time, it will repeat the test in full or in part within such reasonable period as it may set. Subsequently, Stedin will record in a supplementary test report whether the defects discovered in the first test have been repaired and whether it now approves the Custom Software.
- 55.9** If Stedin rejects the Custom Software, the Contractor will repair the defects at its own expense within a reasonable period set by Stedin and starting on the date of signature of the test report. If the Contractor fails to make the repairs, Stedin may itself repair the defects, or have them repaired by a third party, at the expense of the Contractor after giving notice to the Contractor. In such cases the Contractor will cooperate fully and free of charge, for example by providing the necessary information to Stedin as soon as it requests. If Stedin itself repairs a defect, or has it repaired by a third party, for the reason referred to above, this does not in any way relieve the Contractor of its agreed responsibilities for the Custom Software.
- 55.10** If Stedin once again rejects the Custom Software after the second acceptance test, the Contractor will be deemed to be in default as a result. In that case Stedin may cancel the Agreement with immediate effect, without recourse to the courts and without any demand or notice of default being required for this purpose.

56 Maintenance Custom Software

- 56.1** If Stedin itself maintains Custom Software or has it maintained by a third party, the Contractor will assist it, on request, for a fee set at the current market rate. For this purpose, the Contractor will, on request, provide the requisite information or supplementary information to Stedin or a third party used by it in this connection. The above also applies to management activities carried out in respect of Custom Software by Stedin itself or by a third party on its behalf.
- 56.2** If Stedin has agreed with the Contractor that the latter will also carry out Maintenance, the relevant provisions of that Agreement will apply.

Part 5D - Special Provisions ICT: Maintenance

The provisions of this special part apply, always together with the general provisions (Part 1) and general provisions ICT (Part 5A), and any other special provisions, where Stedin agrees with the Contractor for Maintenance to be performed by the Contractor.

57 Additional definitions

Further to articles 1 and 47, the following terms, where written with initial capitals, are defined as follows in this special part:

- 57.1 Corrective Maintenance:** the tracing and resolution by the Contractor of Faults reported by Stedin or Faults that have otherwise become known to the Contractor.
- 57.2 Repair Time:** the periods, expressed in Service Hours, between the moment when a Fault is reported to be Contractor and the moment it is resolved.
- 57.3 Innovative Maintenance:** the provision by the Contractor to Stedin of New Versions or newly developed parts of Goods and/or new Documentation.
- 57.4 Preventive Maintenance:** measures taken by the Contractor to prevent Faults and related forms of service.
- 57.5 Response Time:** the time within which the Contractor (or Staff of the Contractor) must adequately respond to a report by Stedin of a Fault and other requests by Stedin for service.
- 57.6 Service Levels:** requirements such as Response Times and Repair Times included in the Agreement in respect of Maintenance and other agreed forms of service.
- 57.7 Service Hours:** hours that fall within the agreed service period.
- 57.8 Fault:** a technical problem that occurs when using the Deliverable.

58 Maintenance of Deliverables previously provided

- 58.1** Even where an agreement for Maintenance in respect of a Deliverable previously provided by the Contractor to Stedin is concluded between them at a later date, these Special Provisions apply to such Maintenance.

59 Maintenance and support

- 59.1** Unless agreed otherwise, the Contractor performs Maintenance on the Deliverable against the agreed fee.
- 59.2** Maintenance commences at the moment agreed in the Agreement or following delivery of (the relevant part of) the Deliverable.
- 59.3** Unless agreed otherwise, Maintenance comprises at least the following services:
- Corrective Maintenance;
 - Preventative Maintenance;
 - Making Enhanced- and/or New Versions and/or new Documentation available;
 - User support (helpdesk & consultancy).
- 59.4** The Contractor can be reached within the context of Maintenance in any event during Office Hours.

60 Time and place of Maintenance

- 60.1** The Contractor will perform the Maintenance at or from its premises. The Contractor will perform Maintenance at Stedin's premises only where reasonably necessary.
- 60.2** Maintenance that may disrupt the business operations of Stedin will, in principle, be performed outside Stedin's normal working hours.
- 60.3** If disruption of the business operations referred to in article 60.2 is inevitable, given the importance of resolving the Fault immediately, the Contractor will give Stedin timely notice of this before starting the Maintenance work.

61 Corrective Maintenance and work-around solutions

- 61.1** Maintenance consists in any event of Corrective Maintenance.
- 61.2** The guarantee in article 48.2 that the Contractor will maintain the Deliverable for at least three years after Acceptance in accordance with these provisions applies in full to Corrective Maintenance, even if Stedin does not wish to acquire New Versions or the latest models of a Good.
- 61.3** The Contractor will use a work-around solution only with the consent of Stedin. Unless the Parties agree differently in a specific case, the Contractor will replace a work-around solution as quickly as possible with a final solution.

62 Preventive Maintenance

- 62.1** As part of Preventive Maintenance the Contractor will examine the Deliverable regularly and check at least once a year that it is working properly.

63 Reporting and prioritising Faults

- 63.1** Stedin will report Faults and their resolution in the manner prescribed in the Agreement.
- 63.2** In reporting a Fault Stedin will assign a priority level to it in accordance with the provisions of the Agreement with respect to Maintenance.
- 63.3** In responding to a report as referred to in article 63.1 the Contractor will always aim to resolve the Fault as quickly as possible, whether or not by means of a work-around solution. The provisions of article 61.3 apply in this connection.

64 Compliance with Service Levels

- 64.1** The Contractor will use its best endeavours to achieve the Service Levels. The consequences of not achieving them are regulated in the Agreement. The provisions of articles 5.3 and 19-21 apply in this connection. The Agreement may in any event be cancelled in the event of repeated failures to achieve the Service Levels.
- 64.2** Notwithstanding the provisions of article 64.1, Repair Times and Response Times are deemed to be vital deadlines, unless Parties have made different arrangements in this connection in advance.
- 64.3** Service Levels do not detract from the other provisions of the Agreement.

65 Maintenance by third parties

- 65.1** Stedin can have Maintenance that it has agreed with Contractor carried out by a third party during the term of the relevant Agreement only with the preservation of rights if the Contractor has failed to perform its obligations under that Agreement or if Stedin has obtained the Contractor's consent for this.

66 Maintenance result testing

- 66.1** Stedin may test (or cause to be tested) whether a Fault has actually been resolved. The Contractor is obliged to cooperate in such a test. If it is apparent from the test that a Fault has not been properly resolved, Stedin may recover the cost of the testing from the Contractor.

67 Enhanced and New Versions

- 67.1** The Contractor will ensure a consistent policy on the release of versions. The basic principle is that Enhanced and New Versions should become available in good time. The Contractor will for this purpose regularly study the need to issue such versions and will inform Stedin as quickly as possible about the findings of its study.
- 67.2** Interim changes to Software made as a consequence of Corrective Maintenance will, as far as possible, form part of Enhanced and New Versions.
- 67.3** The Contractor will provide Stedin, on request, with a copy of a New Version for the purposes of testing and evaluation. Stedin is not obliged to upgrade to the New Versions.
- 67.4** If it has been agreed that the Contractor will install the Software, this obligation also applies to New Versions that Stedin wishes to use.
- 67.5** If the Contractor decides to issue different Software rather than a New Version of the existing Software used by Stedin and to stop making New versions available of the existing Software, Stedin may either demand full performance of the Agreement or claim a Licence to the new Software under the conditions that apply to a New Version as recorded in the Agreement.

Part 5E - Special Provisions ICT: Cloud Services

The provisions of this special part apply, always together with the general provisions (Part 1) and general provisions ICT (Part 5A), and any other special provisions, where the Contractor performs cloud services by providing Software and/or Documentation remotely (online), including SaaS, Paas, and IaaS services.

68 Additional definitions

- Further to articles 1 and 47, the following terms, where written with initial capitals, are defined as follows in this special part of the Purchasing Conditions:
- 68.1 Availability Rate:** the time the Cloud Services are available to Stedin during a calendar month, expressed as a percentage (percent).
- 68.2 Planned Unavailability:** the periods during Office Hours when the Cloud Services may be unavailable with Stedin's consent.
- 68.3 IaaS Services:** the service on the basis of which the Contractor makes and keeps available from the start date hardware services, such as server and storage capacity, processing power and infrastructure as well as technical management thereof.
- 68.4 Incident:** an event that results in the Cloud Service, Software and/or the Deliverable not functioning in accordance with the agreed Specifications or not being available for use.
- 68.5 Network Configuration:** the hardware, interlinking telecommunication connections and related operating systems.
- 68.6 PaaS Services:** the service on the basis of which the Contractor makes and keeps available from the start date a platform on which Stedin can develop, run and manage applications.
- 68.7 SaaS Services:** the service on the basis of which the Contractor makes and keeps available from the start date via a telecommunications connection the Software on Stedin's Network Configuration for the purpose of Stedin's use of the Software.
- 68.8 Specifications:** a description of the functionality and operation of the Software in connection with the Network Configuration.

69 Licence

- 69.1** The Contractor shall grant Stedin, subject to Part 5 Special provisions ICT, a Licence to use the Cloud Services during the term of the Agreement and the possible exit period thereafter.
- 69.2** The Licence for Cloud Services includes the right to use the Cloud Services by any person who performs work for Stedin (employed or external) or any Affiliated Company.
- 69.3** The Contractor does not have the right to suspend the Licence concerning the Cloud Services, unless continuation cannot be expected. This is not justified by a single instance of non-payment.
- 69.4** Stedin is always fully responsible for its use of the Cloud Services and for the data it stores, requests, disseminates and uses otherwise with the aid of the Cloud Services.

70 Services

- 70.1** The Contractor will make available to Stedin all necessary data, such as URLs and login details, which are necessary to be able to actually use the Cloud Services.
- 70.2** The Contractor guarantees that the Cloud Services together with the Network Configuration function in accordance with the Specifications.
- 70.3** The Contractor guarantees the proper performance of the telecommunication connection which is used by the Contractor to make and keep the Cloud Services available on Stedin's Network Configuration for the purpose of use during Office Hours.

71 Availability

- 71.1** The Contractor guarantees the Availability Rate of the Cloud Services as laid down in the Agreement and/or invitation to tender.
- 71.2** If and in so far as no Service Levels with regard to the Availability Rate have been agreed in the Agreement and/or the invitation to tender, a minimum Availability Rate of 98.5% per month applies on calendar days between 07.00 hours and 19.00 hours.
- 71.3** Activities that have to be performed during Planned Unavailability are not performed during Office Hours. The Contractor will inform Stedin about Planned Unavailability at the earliest possible moment, but in any event at least 72 hours before the Planned Unavailability.
- 71.4** The Parties hereby agree that the performance of the Agreement will not be stopped in case of a conflict between the Parties so that good progress is not hindered unnecessarily, unless the nature of the dispute is such that this cannot be required of Stedin or the Contractor.

72 Incident resolution

- 72.1** The Contractor will arrange for a helpdesk that functions as an integral point of contact for all Incidents involving the use of the Cloud Services. A coordinator will report Incidents to the Contractor's helpdesk on behalf of Stedin, unless the Parties have made other arrangements in this connection in advance.
- 72.2** If the coordinator and the helpdesk disagree about the nature and scope of the Incident in connection with a report, the highest priority category of the two points of view will be assumed as starting point for the resolution of the Incident until the Incident is resolved or the Parties have agreed at an earlier moment that a lower priority applies to that Incident.
- 72.3** The coordinator is the point of contact within Stedin's organisation for questions and Incident reports and for feedback by the Contractor to Stedin concerning the actions taken in response to those notifications. Incidents may be reported by the coordinator to the Contractor's helpdesk by telephone or by e-mail.
- 72.4** Incidents and Incidents as a result of a defect are remedied by the Contractor free of charge, unless such defects are attributable to Stedin.

73 Data

- 73.1** Stedin remains at all times the owner of all data that Stedin makes available to the Contractor for the Cloud Services. The Contractor will treat these data from Stedin as Confidential Information. Stedin grants the Contractor a limited, and for the duration of the Agreement, right to use Stedin's data solely and only to the extent that this is necessary to perform the Cloud Services.
- 73.2** The Contractor must have a disaster recovery location or take equivalent measures that guarantee an adequate continuation of the services.
- 73.3** The data centres that facilitate the data storage (including the disaster recovery locations) must be located within the European Economic Area (EEA).
- 73.4** Unless explicitly agreed otherwise, the Contractor shall ensure that Stedin data are backed up with due observance of the agreed periods, failing which the Contractor shall make a full back-up of Stedin's data once a day. The Contractor guarantees that Stedin will have access 24/7 to the back-up service that can be used to place back or download files and databases. The Contractor demonstrates compliance with the obligations referred to in this article at Stedin's request.
- 73.5** The back-ups will be stored for as long as is necessary to guarantee the continuity of the proper operation of the Cloud Services.
- 73.6** In case of circumstances in which the Software and data are no longer available, the Contractor will arrange for unaltered continuation of the services.
- 73.7** In addition to article 24 the Contractor ensures that the data are not lost and/or damaged throughout the entire exit procedure. The Contractor makes it clear on Stedin's request what measures it has implemented in order to guarantee the integrity of the data.

74 Security

- 74.1** The Contractor will arrange for adequate security measures and procedures within the context of its services as may be expected from a professional supplier in the industry.
- 74.2** The Parties' employees only have access to systems with respect to the Cloud Services if authorisation has been granted by the Parties' authorised officers. The Parties' authorisation procedure must indicate for each person involved who is authorised in accordance with this procedure the nature of his activities, the duration of the authorisation as well as the systems and data to which access is granted.
- 74.3** The Contractor arranges for operational management of the authorisation as regards the access security and tools in use at the Contractor.
- 74.4** The Contractor is responsible for identifying (attempts at) unauthorised access to the Cloud Services. In the event the Contractor identifies (attempts at) unauthorised access, it will implement the necessary measures in order to minimize any damage and try to prevent a recurrence. The (attempt at) unauthorised access as well as all measures implemented will be reported to Stedin immediately.

75 Guarantee continuity

- 75.1** In view of the Contractor's high dependency as well as the continuity risk in case of incidents and contingencies (such as bankruptcy) that exist with respect to Cloud Services, the Contractor hereby declares that it is willing, should the occasion arise, to make additional arrangements with Stedin in order to reduce the abovementioned risks.
- 75.2** The additional arrangements referred to in the previous paragraph may consist of inter alia:
- making arrangements about the transfer back or to a third party on a regular basis of the data processed by the Contractor ('data escrow'); and/or
 - concluding an agreement with a third party in which the relevant third party commits jointly and severally to, or guarantees execution of the Agreement; and/or
 - concluding a (tri-partite) agreement with a third party pursuant to which the relevant third party (always) has access to all necessary data in order to, should the occasion arise, be able to perform all or part of the Deliverable under the Agreement in the Contractor's place on the basis of a new agreement or otherwise.