



General Terms and Conditions for purchase of goods and services of E.ON IT Limited

As of: April / 2009

1. Validity of the Client's Terms and Conditions

These Terms and Conditions shall be taken as a basis for all purchase orders and apply exclusively as herein stated. Conflicting or additional terms and conditions of the Contractor are objected to. They shall only apply, if the Client has agreed to them, or to parts thereof, expressly and in writing.

For the purposes of these terms "affiliate of E.ON AG" and "E.ON Affiliate" shall mean any indirect or direct subsidiary (as defined in the Companies Act 2006) of E.ON AG.

2. Order of Precedence

In terms of their nature and scope, the mutual services shall be governed, in the following order of precedence, by:

- the stipulations in the purchase order
- the further terms and conditions of contract set out in the purchase order, as well as specific and general technical terms and conditions,
- the Client's construction site rules,
- these Standard Terms and Conditions for Purchase of Goods and Services.

Each Purchase Order together with these Standard Terms and Conditions shall form a separate "contract".

3. Offer

In its offer, the offerer shall strictly adhere to the specifications and the wording of the request for an offer. Any and all deviations shall be expressly pointed out. The offer shall be made free of charge.

4. Purchase Order

- 4.1 Purchase orders must be in writing. Communication by electronic data transmission shall also comply therewith. Verbal collateral agreements relating to a

purchase order shall only be binding, if the Client confirms them in writing. This also applies to subsequent amendments and additions.

- 4.2 The purchase order shall be acknowledged by the Contractor within ten working days by signing and returning the copy of the purchase order (purchase order acceptance) envisaged for this. The terms of any purchase order will expire after 10 working days and as such will be unenforceable if accepted by the Contractor on expiry of the 10 working day period. Purchase orders which the Client communicates by electronic data transmission may be acknowledged by the Contractor in the same manner.

5. Subcontractors

- 5.1 Except with the Client's prior written consent, the Contractor may not, either in whole or in part, transfer its obligations arising from the contract to other parties or outsource to other undertakings the services and works assigned to the Contractor. This also applies to services which the Contractor's business is not geared to.

Outsourcing of partial performances by a subcontractor to another undertaking shall likewise be subject to the Client's prior written consent.

In respect of the tasks assumed by subcontractors, the Contractor shall impose upon the subcontractors all obligations which the Contractor has assumed in relation to the Client and shall ensure that the subcontractors comply with those obligations.

If subcontractors are appointed, the persons responsible at the Contractor and at the subcontractors appointed by the Contractor shall discuss the applicable requirements under the law on on-the-job safety,

particularly the applicable rules and regulations relating to employer's liability insurance, as well as further rules and regulations prescribed by the Client, and shall document the discussions. The Client shall receive a duplicate thereof.

5.2 The subcontractors, or the services to be outsourced to subcontractors, shall be designated, to the extent known, upon submission of the offer.

5.3 In the subcontractor contract, the Contractor shall place the subcontractor under an obligation to hand over to the Contractor, for submission to the Client a copy of its certificate of employers' liability insurance, as well as copies of work permits if essential. The Contractor shall impose upon the subcontractor all obligations concerning the tasks assumed by it and ensure compliance therewith.

5.4 The Contractor may not hinder its subcontractors from concluding with the Client contracts for other deliveries / services. Particularly impermissible are exclusivity agreements with third parties which hinder the Client or a subcontractor from procuring deliveries / services required by the Client itself, or by the subcontractor, for the handling of such orders.

5.5 If the Contractor appoints workers as subcontractors without prior written consent as required under subsection 5.1, or if the Contractor breaches the duties under subsection 5.3, the Client shall have the right to terminate the contract and/or demand compensatory damages for non-performance. If the contract is terminated, pursuant to this clause 5.5, the Contractor will reimburse the Client all fees and other charges paid under the contract in relation to any goods or services that have not been delivered or do not meet the requirements set out in the contract.

5.6 Notwithstanding any other provisions of the Contract, the Contractor will be liable to the Client for the acts and omissions of any subcontractors as if they were the acts or omissions of the Contractor and such subcontracting will not relieve the

Contractor to perform its obligations under the Contract.

6. Execution, Environmental Protection, Safety, Health Protection and Quality

6.1 The Contractor shall take account of the acknowledged rules of technology, the respective valid statutory and official regulations and the Client's company rules and regulations. In particular, the Contractor shall observe the rules and regulations of the Employers' Liability (Compulsory Insurance) Act 1969 and Employers' Liability (Compulsory Insurance) Regulations 1998 and the generally acknowledged rules on health and safety in the workplace. The Contractor shall take account of the content of the Health and Safety at Work Act 1974 and Management of Health and Safety at Work Regulations 1999. This particularly includes the drawing-up of danger assessments for the activities to be carried out and the work resources used.

6.2 Deliveries of machinery and technical work resources shall include assembly and operating instructions, an EC declaration of conformity, a CE mark and, where appropriate, a design examination certificate in accordance with the General Product Safety Regulations 2005 and Supply of Machinery (Safety) Regulations 1992. Preference shall be given to delivering work resources which bear a CE mark. If no test mark is issued, compliance with the aforesaid regulations shall be proven by the Contractor.

6.3 The Contractor shall be obliged to test the products in accordance with industry good practice and, on request, make the test results available to the Client free of charge. The Client shall also be entitled to test the products. Tests within this meaning shall not be deemed to be an acceptance test.

6.4 In the case of delivery of hazardous materials within the meaning of the Control of Substances Hazardous to Health Regulations 2002, product information - particularly current EC safety data sheets in English - shall be sent to the Client in good

time prior to delivery at the point of delivery. The same applies to information on marketing restrictions required by law. The stipulations laid down in the Carriage of Dangerous Goods Regulations 2007 shall be complied with.

6.5 Use of materials which are carcinogenic, toxic to reproduction or mutagenic shall be generally avoided. If deviations herefrom are necessary, the Client shall be informed in writing prior to delivery / use. Protective measures resulting from this shall be jointly agreed upon.

6.6 If the Contractor maintains a quality assurance system, e.g. as per DIN EN ISO 9001 - 9003, the Client or a third party contracted by the Client shall be entitled to examine the system according to agreement with the Contractor.

6.7 In respect of replacement parts and spare parts, the Contractor shall state all characteristics clearly described, e.g.:

- manufacturer
- type
- order / article / identification number
- dimensions
- material
- designations of standards, such as DIN, IEC, ISO etc.

If articles / equipment to be delivered contain materials, or use operating materials, which are subject to the Control of Substances Hazardous to Health Regulations 2002, those materials shall be declared accordingly.

6.8 The Contractor shall, without undue delay, notify the Client of misgivings as to the envisaged method of execution or as to performance on the part of other contractors, in so far as this relates to, or may impact, the goods or services to be provided under the contract.

6.9 The Contractor shall adapt itself to the working hours applicable at the place where the service is to be rendered. The Contractor's authorised representatives and personnel shall be obliged to use the Client's attendance time recording system. Before work is taken up, the provisions customary

at the site shall be agreed upon with the respective business establishment.

6.10 The Contractor and its subcontractors shall appoint personnel who are qualified and trained, and where permitted by applicable law, the Contractor and its Subcontractors shall appoint personnel who have been medically examined commensurately with their responsibility and in accordance with any insurance requirements.

Corresponding up-to-date proof of qualifications and training shall be submitted to the Client at the Client's request.

The Client reserves the right to carry out, in the course of the works, checks as to compliance with occupational health and safety regulations by the Contractor and the subcontractors appointed by it.

6.11 The Contractor undertakes not to expose any person with whom it comes into contact, in connection with the performance of its responsibilities for the Client, to any unjustified discrimination or harassment. The Contractor further undertakes to expressly point this obligation out to its employees and place them under a corresponding obligation.

6.12 The parties agree that all of the Contractor's personnel shall remain at all times employees or contractors of the Contractor and the Contractor shall remain responsible for the payment, and withholding, of all salary, benefits, income tax, national insurance contributions and statutory deductions relating to the Contractor's personnel. The parties agree that nothing in this Agreement shall be interpreted to mean that such individuals are, or will be in the future, employed by or contracted to the Client.

6.13 The Contractor shall on demand by the Client indemnify and full reimburse the Client or an affiliate of E.ON AG, for all time, from and against any direct or indirect actions, proceedings, claims, demands, costs, losses, expenses (including legal expenses damages, liabilities and penalties incurred (each a "Claim") where the Claim relates to:),

6.13.1 the employment or termination of employment of any of the Contractor's personnel; or

6.13.2 any of the Client's personnel where the Claim arose as a result of an act or omission of the Contractor or any of the Contractor's personnel.

6.14 The Contractor shall be obliged to comply with the site's rules of conduct relating to emergency management which are made known to it.

6.15 For good cause, the Client shall be entitled to demand that personnel of the Contractor be replaced. In particular, this shall apply, if there are justified doubts as to possession of necessary experience or qualifications or if on-the-job safety stipulations / environmental protection stipulations are not observed. The Contractor undertakes to provide a qualified replacement in those cases. Agreed dates shall remain unaffected by this. Replacement of personnel by the Contractor shall be subject to the Client's prior written consent. The Contractor shall bear all extra costs in connection therewith.

6.16 The Contractor undertakes to indemnify the Client and any affiliates of E.ON AG against all damage and costs (including costs relating to the pursuit of rights) resulting from any failure by the Client or the Contractor to comply with laws or regulations which is attributable to the Contractor or any of its employees or subcontractors.

6.17 The Client shall record all accidents occurring at work, or on the way to or from work, in respect of its own personnel and external personnel working for the Client. Recording shall serve to improve on-the-job safety.

If an employee appointed by the Contractor or by one of its subcontractors suffers an accident on the way to or from the place of performance (accident occurring on the way to or from work) or at the place of performance in the course of exercising agreed responsibilities (accident at work), the Contractor shall, without undue delay, give the Client's on-site safety specialist written notification of this and of further details

regarding how the accident occurred. Reporting of an accident shall not release the Contractor from existing statutory duties to report, particularly in relation to the employers' liability insurance association.

7. "UN Global Compact" Initiative and EU Counter-Terrorism Regulations

7.1 E.ON IT attaches overriding importance to social responsibility as part of corporate activities. Consequently, it participates in the "United Nations Global Compact" initiative. The initiative is based on ten fundamental principles intended to make globalisation more socially and ecologically beneficial and prevent corruption. The information sheet "E.ON Responsible Procurement Policy" refers to the UN Global Compact principles and can be downloaded from the Internet at <http://eon-procurement.com>. The Contractor shall be obliged to observe those principles.

7.2 For the purpose of counter-terrorism, the ban on the direct and indirect provision of monies and economic resources to certain individuals, legal entities, groups and organisations has been introduced by the European Union Council Regulation (EC) No. 881/2002 and (EC) No. 2580/2001, which apply directly in every member state of the European Community. The Contractor undertakes to observe this ban and check its business partners and employees as to whether their name and identity exist in the lists of named individuals, legal entities, groups or organisations published as annexes to the Regulations. If their name and identity exist in the said lists, implementation of transactions with those persons, groups or organisations shall be refrained from.

8. Insurances

For the duration of the contract, including any warranty periods, acceptance periods and limitation periods for defect-related claims, the Contractor must maintain liability insurance cover with terms and conditions customary in the branch of business (minimum amount of cover: 1.5 million EUR

per occurrence of damage). The Contractor shall provide evidence of this at the Client's request.

9. Delivery Period / Performance Period

- 9.1 Dates for delivery or performance stated in the purchase order are binding and time shall be of the essence. The Contractor shall be obliged to inform the Client in writing, without undue delay, if circumstances indicating that the agreed date cannot be complied with occur or become evident to the Contractor.
- 9.2 The Contractor may only plead non-receipt of necessary documents to be supplied by the Client, if the Contractor has not received those documents within a reasonable period despite a prior written request.

10. Dispatch

- 10.1 The transportation option which is most favourable for the Client shall be chosen, except where the Client has expressly stated certain carriage instructions. The consignments shall be packaged in such a manner that transport damage is avoided.
- 10.2 The purchase order particulars (purchase order number, purchase order date, point of delivery, name of consignee - where appropriate - and material number), along with the dispatch address, shall be stated in the transportation documentation.
- 10.3 The Contractor shall bear costs arising as a result of misdirected deliveries, in so far as the Contractor assumes responsibility for transportation or in so far as misdirecting is attributable to the Contractor.
- 10.4 The Contractor shall only be entitled to partial deliveries or performances with the prior written consent of the Client.
- 10.5 Signing of the delivery note shall not signify recognition that the goods delivered conform to the contract.

11. Entry to and Driving On the Factory Premises / Construction Site

- 11.1 Entry to and driving on the factory premises / construction site shall be subject to timely registration. Instructions issued by the Client's specialist personnel shall be followed. Traffic law regulations shall be complied with. Regardless of the legal grounds, the Client and its employees shall only be liable for gross negligence and intent, also for ordinary negligence in cases of injury to life, body or health.
- 11.2 If services are rendered on the factory premises / construction site, the corresponding construction site rules shall apply. At the time the work is commenced, or on prior request, a copy of the construction site rules, including the schedule of appendices, shall be handed over to the Contractor's supervisors against signature. Knowledge of the content of the construction site rules, including the schedule of appendices, shall be confirmed by written declaration.

12. Changes to Performance

- 12.1 The Contractor shall, without undue delay, give the Client written notification of changes to, or expansions of, the scope of delivery / performance which prove necessary in the course of execution. Implementation thereof shall require the Client's prior written consent.
- 12.2 Within ten calendar days from receipt of change requests from the Client, the Contractor shall examine them as to possible consequences and give the Client written notification of the result. In particular, effects on technical execution, on costs and on the time schedule shall be pointed out in this connection. If the Client decides in favour of implementation of the changes, the parties to the contract shall adapt the contract accordingly.

13. Waste Disposal

In so far as waste arises in the course of the Contractor's deliveries / services, the

Contractor shall, except where otherwise agreed upon in writing, recycle or dispose of the waste at its own expense in conformity with waste law regulations including but not limited to the waste 'duty of care' obligations in s34(1) of the Environmental Protection Act 1990 and applicable provisions in the Waste Electrical and Electronic Equipment Regulations 2006. Ownership, risk and responsibility under the law on waste shall pass to the Contractor at the time the waste arises.

14. Passage of Risk and Title

Risk shall only pass to the Client upon hand-over of the goods / deliveries to the Client or, for deliverables produced under contract for services, upon acceptance of the deliverables by the Client.

Title to any goods or deliverables shall pass to the Client on the earlier of acceptance in accordance with clause 18 or receipt of payment by the Contractor.

15. Defect-Related Claims

15.1 The Client shall be fully entitled to all applicable statutory rights in relation to defective goods and services. Notwithstanding the above, the Client may, at its option:

15.1.1 at any time, demand elimination of the defect or delivery of an item free from defects or production of a new work; or

15.1.2 during the Acceptance Period (as defined in clause 18) or any applicable warranty period, either rescind, terminate or cancel the Contract if goods or services are defective in accordance with section 18.

15.2 Any warranty or other limitation period for defect-related claims shall be extended by the period between lodging of the defect-related complaint and elimination of the defects.

15.3 If parts of the subject of the contract are altered, or are replaced with parts of a different kind, any incremental cost incurred

in connection with the corresponding replacement parts and spare parts will be borne by the Contractor.

15.4 In the event of rescission, termination or cancellation of services, the Client shall be entitled to continue using the Contractor's services free of charge until a suitable replacement is obtained.

15.5 In the event of rescission, the Contractor shall bear the cost of dismantling / removal, as well as return freight charges, and shall assume responsibility for disposal.

16. Date-Independent Consistency

The Contractor guarantees that the products shall show date-independent consistency. This means that, in respect of time-related particulars such as dates, periods and steps in time (hereinafter: date-related particulars), the products shall work, function and be usable in conformity with the contract, faultlessly and correctly, without limitation, also in interoperation with other products.

In particular,

- date-related particulars of the products must not cause any impairment of functionality, operational disruptions or interruptions of operations in respect of the products or other products;
- date-related particulars or the processing of date-related particulars must not lead to incorrect results;
- leap years must be correctly calculated and processed.

17. Weights / Quantities

In the event of deviations in weight, the weight determined by the Client in the advice of receipt shall apply, unless the Contractor proves that the weight calculated by it was correctly determined in accordance with a generally recognised method. This also applies analogously to quantities.

18. Acceptance

18.1 The Client shall have sixty (60) days from the date of delivery of the goods or services (including any deliverables provided as part of the services) (the "Acceptance Period"), to notify the Contractor in writing if the Client does not accept the goods or services (or deliverables), giving particulars of why the goods or services (or deliverables) do not comply with the relevant contract (including any agreed specification or requirements) (the "Rejection Notice").

18.2 The Client may terminate, rescind or cancel (in whole or in part) any contract for goods and/or services that are not accepted because they do not comply with the relevant contract (including any agreed specification or requirements) and, on termination, rescission or cancellation, the Contractor shall refund to the Client any amounts paid in respect of the relevant Contract unless otherwise agreed between the Parties.

18.3 If the Client issues a Rejection Notice, the Client may instead of terminating, rescinding or cancelling the contract in accordance with section 18.2 agree with the Contractor that the Contractor will try and eliminate any defects in the goods or services (including deliverables) and in such circumstances, the Acceptance Period will be extended by the period between the Client's notification of the defects and the Contractor's confirmation that such defects have been eliminated, at which point the Client may re-test the relevant goods and the terms in this clause 18 will apply to such re-testing (including the right to terminate, rescind or cancel the Contract if the acceptance tests are failed).

18.4 Failure to give the Contractor written notice of rejection under clause 18.1 by the end of the Acceptance Period shall constitute acceptance of the relevant goods or services.

18.5 Nothing in this section 18, shall limit any right the Client may have to damages or non-monetary remedies at law or in equity resulting from, or otherwise arising in respect of the Contractor's breach of contract, statutory duty or negligence or its rights

under section 15 in relation to defect related claims arising after the Acceptance Period.

19. Prices / Issuance of Invoices

19.1 The prices stated in the purchase order are fixed prices. They include all discounts and extra charges and are subject to the addition of statutory value-added tax. No other charges, expenses, costs or other amount incurred by the Contractor in performing its obligations under the contract will be chargeable to the Client (unless agreed in advance in writing).

19.2 After delivery / performance has been effected, the invoices, which are to be issued in duplicate, shall be sent - separately according to purchase orders - to the invoice address stated in the purchase order or to the Client's administrative office. Purchase order numbers shall be stated, and all settlement documents (bills of materials, records of work performed, measurements etc.) shall be enclosed.

19.3 Invoices for partial deliveries or performances shall bear the note "Invoice for a partial delivery" or "Invoice for a partial performance". Final invoices shall bear the note "Invoice for a residual delivery" or "Invoice for a residual service".

19.4 Every invoice must separately show the value-added tax owed by law. No original invoices may be enclosed with the consignment of goods. The Contractor will provide any tax invoices in the format specified by the relevant tax authorities in respect of sales, use, excise, value added, services or consumption taxes.

19.5 The Contractor shall be responsible for all consequences arising on account of non-compliance with the obligations stated in subsections 19.1 to 19.4.

20. Non-Assignment of Rights and Duties

The Contractor may not assign, novate or otherwise transfer all or part of its rights or obligations under the contract without the prior written consent of the Client.

21. Termination

21.1 The Client shall be entitled to terminate for convenience at any time any contract for services. Notice of termination shall be given in writing, stating the relevant reason for termination.

21.2 If notice of termination is given under section 21.1 or under section 21.6, the Client shall not be liable to pay any charges or other fees under the contract (and shall be refunded any paid in advance) save that the Client shall remunerate the Contractor, for (i) the services which have been rendered in conformity with the contract up until receipt of notice of termination and which the Client is able to use, on the basis of the agreed price relating to the partial performance (or where such price is not agreed such fees that are equitable in the circumstances) and (ii) any incurred or committed costs relating to the provision of the goods and services that are not mitigated provided that Contractor shall use commercial reasonable endeavours to mitigate any such costs. Damage claims on the part of the Client shall remain unaffected.

21.3 Each party may terminate the contract on written notice to the other party if the other commits a material breach of the contract or a breach of its obligations under section 23:

21.3.1 and if that breach is capable of being cured does not cure the material breach within 20 days of receiving notice of the breach; or

21.3.2 such breach is not capable of being cured,

such termination shall take effect immediately if the breach is not capable of being cured or on expiry of the 20 day period in 21.3.1 (where such breach is curable but is not cured by the Contractor).

21.4 The Client may terminate the Contract immediately on written notice to the Contractor, if:

21.4.1 the Contractor convenes a meeting of its creditors;

21.4.2 a proposal shall be made for a voluntary arrangement or for any other composition scheme or arrangement with (or assignment for the benefit of) the Contractor's creditors;

21.4.3 the Contractor is unable to pay its debts;

21.4.4 a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Contractor; or

21.4.5 a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Contractor or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or

21.5 The Client may terminate the contract immediately on written notice to the Contractor if the Contractor violates, to a substantial extent, any law, regulation or directives which are subject to damages or a fine.

21.6 Until the consignment is handed over, the Client may at any time terminate, rescind or cancel a purchase order for goods or services, if, as a consequence of decisions made by a government authority, the Client no longer has any interest in rendering of the services owed by the Contractor.

21.7 In the event of termination, rescission or cancellation on the part of the Client under clause 21.6, the stipulations above in section 21.2 shall apply in respect of the Contractor's entitlement to remuneration.

21.8 If one of the parties to the contract gives notice of termination, the Contractor shall vacate the construction site and return it to the Client without undue delay and surrender all work documents essential for continuation of the services.

21.9 In relation to any partial performance the Client shall acquire title to any goods it has

paid for and to any deliverables received in connection with any services provided and paid for.

22. Rights of Use and Property Rights

22.1 Within its corporate group, the Client may use, without limitation, the subject of the contract, including any underlying patent rights and other intellectual property rights (including copyrights). This right of use also gives entitlement to modify the subject of the contract and also includes illustrations, drawings, calculations, methods of analysis, recipes, and other works made, developed or provided by the Contractor in the course of the formation and/or implementation of the contract. The Client may make documents available to third parties for the purpose of reproducing replacement parts or spare parts. The Contractor undertakes and represents that no rights of third parties, particularly of its subcontractors, conflict with granting of the right of use and shall indemnify the Client against claims to this extent.

22.2 The Contractor undertakes and represents that no third-party intellectual property rights (including copyrights) are infringed as a result (i) of delivery and/or use of any materials or other items provided in connection with the contract or (ii) performance or receipt of the services and/or (iii) as a result of delivery and/or use of the work produced. The Contractor shall hold the Client harmless against any and all third-party claims alleging infringement of any intellectual property rights (including reasonable legal costs). Repairs may be carried out by the Client or its authorised representatives, even if industrial property rights of the Contractor exist.

23. Secrecy, Data Protection, Data Processing Jobs and Security

23.1 The Contractor undertakes to treat with absolute confidentiality, and use exclusively for the performance of the contract, all information which the Client makes accessible to it in connection with the order.

Confidential information within the meaning of this stipulation encompasses documents, particulars, data and other information which are designated as confidential information or are, by their nature, to be regarded as confidential.

The duty to maintain secrecy does not apply to information which was provably already known to the Contractor upon receipt or which the Contractor has acquired knowledge of elsewhere (e.g. from third parties without any reservation as to confidentiality, or has created independently through its own efforts).

23.2 The Contractor undertakes to grant access to the Client's confidential information only to employees, subcontractors and suppliers who have been entrusted with the rendering of services under this contract and have undertaken to maintain secrecy in the same manner. On request, the Contractor shall prove to the Client that the obligation has been passed on.

All information handed over by the Client shall remain the Client's property. The same applies to copies, even if made by the Contractor.

After the contract has been implemented, the information handed over by the Client shall, at the Client's request or no later than upon expiration of the warranty period or any other limitation period for defect-related claims, be fully and automatically returned to the Client or, at its option, be destroyed. The foregoing shall not apply, if statutory periods for retention of records conflict therewith.

23.3 The Contractor shall be obliged to observe the statutory stipulations on data protection including those under the Data Protection Act 1998 and ensure and monitor compliance therewith. The Contractor shall impose those obligations upon all persons assigned by it to implement the contract. This particularly applies to the obligation to maintain data secrecy. On request, the Contractor shall prove to the Client's data protection officer, in the form necessary according to the statutory stipulations, compliance with the said obligation.

23.4 The Contractor shall only process personal data in accordance with the terms of the contract and the Client's instruction. The Client shall be responsible for assessing the permissibility of data processing and for safeguarding the rights of the persons concerned in accordance with the data protection laws (entitlement to information, correction, deletion etc.).

Regarding the processing of personal data in conformity with the order, the Contractor undertakes, and represents that it will implement essential technical and organisational security measures relating to personal data protection for ensuring the confidentiality, availability and accuracy of the personal data.

The Client shall be entitled to check, at any time, that personal data are processed in accordance with the instructions issued and that the technical and organisational personal data protection measures implemented are adhered to. The Contractor shall be obliged to provide the information essential for monitoring the order and grant the necessary rights of entry, inspection and access.

In individual cases, the Client shall be entitled to require the Contractor to implement further technical and organisational measures relating to data protection.

23.5 Access to personal data relating to employees and customers shall only be granted in so far as, and to the extent that, this is essential for the proper handling of the work.

23.6 After the contractual relationship has discontinued, the Contractor may only continue to store, or retain in some other form, personal data made available, in so far as statutory or contractual periods for retention of records require further retention. Otherwise, documents containing personal data shall either be handed over to the Client or - according to consultation with the Client - be destroyed by the Contractor in a manner compatible with data protection.

23.7 The Client shall be entitled to have a security

check carried out on employees of the Contractor, if they render services to the Client. The Contractor undertakes to make available the data relating to those employees as essential for this.

23.8 The Contractor shall, without undue delay, inform the Client of all indications of a violation of provisions of data protection regulations or of this section.

23.9 The Contractor undertakes to indemnify the Client (and affiliates of E.ON AG) against all damages and costs (including costs relating to the pursuit of rights) resulting from a breach by the Contractor of any of its obligations under this section 23.

23.10 The duties arising from subsections 23.1 to 23.9 shall survive the termination of the contract.

23.11 The Client reserves the right to pass on to affiliates of E.ON AG, for the purposes of group-wide procurement, data relating to the Contractor which were made available in connection with the purchase order and reserves the right to store those data, within the scope of applicable provisions on retention of records or for possible further purchase orders, even after discontinuation of a contract.

24. Safeguarding Use of Information

24.1 The Contractor undertakes not to pass on economically sensitive information, or information providing an economic advantage, which arises from the Client's sphere of influence, which come to its knowledge in the course of implementing the order and which could be of commercial interest to energy distribution, trading, production or generation organisations and/or undertakings.

24.2 Particularly subject to confidential treatment are:

- addresses and load profile data of connected customers
- names of supplying distributors
- information on the readiness of connected customers to change over

- information on potential new customers' interest in being connected
- information on measures for extending the grid and creating access to the grid
- information on inactive house connections
- information on cost-effectiveness criteria for assessing connections and grid extensions

24.3 The Contractor undertakes to expressly point these obligations out to its employees and place them under a corresponding obligation. The Contractor further undertakes to impose this obligation upon subcontractors appointed within the framework of its order.

25. Reservation as to Intra-group Clearing

25.1 The Client and any affiliate of E.ON AG (together, the "Joint Creditors", each a "Joint Creditor") shall be entitled to receivables of the Client, and of E.ON AG affiliates, as Joint Creditors.

E.ON affiliates may net / set off their receivables against the Contractor's receivables. All substantive and procedural rights which the Contractor has against one Joint Creditor in respect of a receivable shall also exist in relation to the other Joint Creditor.

25.2 Regarding the Contractor's receivables against the Joint Creditors, the Joint Creditors may set off / net with receivables of the Client and receivables of E.ON affiliates against the Contractor.

25.3 The above provisions shall also apply, if cash payment on the one hand and submission of bills of exchange on the other hand have been agreed upon or if mutual claims are due on different dates. In this respect, however, settlement shall occur on the value date. In the case of running payment transactions, this entitlement relates to the balance.

25.4 On request, the Client shall make available a list of E.ON affiliates authorised to carry out intra-group clearing.

26. Publication / Advertising

Evaluation or disclosure, in publications or for advertising purposes, of business relations existing with the Client shall only be permissible with the Client's express prior written consent.

27. Transfer Abroad

The Contractor is aware that the transfer of documents and items of any kind may be subject to a permit or other restriction under the Export Control Act 2002 and other Regulations made pursuant to it. In cases where the Contractor transfers abroad its own documents or items, or the Client's documents or items, the Contractor shall be responsible for checking whether a permit for such transfer is obtainable and - in so far as necessary - for obtaining in due time all essential permits and for compliance with all relevant legal regulations.

If those regulations are contravened, the Client shall have the right to assert compensation claims for damage incurred.

28. Place of Jurisdiction

28.1 Subject to clause 28.2, the Contractor and the Client hereby irrevocably submits to the exclusive jurisdiction of the English courts.

28.2 In addition to 28.1 the Client shall be entitled to bring an action before the court which has jurisdiction over the place where the Contractor's registered office is situated; and Contractor irrevocably submits to the Court of any such jurisdiction for that purpose.

29. Contractual Language / Applicable Law

29.1 The contractual language is English.

29.2 The contract will be governed by English law.

29.3 Trade terms shall be construed in accordance with the respective valid Incoterms - ICC, Paris.

30. Written Form

Subject to the exceptions provided for in section 4., emails do not satisfy the written form within the meaning of these GT&C or within the meaning of individual contracts concluded on the basis hereof. Amendments or additions to these GT&C must be in writing. This also applies to the written form requirement itself.

31. Severability Clause/ Third Party Rights

31.1 If individual stipulations in these terms and conditions are or become invalid or unenforceable, the contract as a whole and the other stipulations in these terms and conditions shall remain in effect. From the commencement of invalidity / unenforceability, the parties to the contract shall be obliged to replace the invalid / unenforceable stipulation with a commercially equivalent stipulation in so far as possible, taking their mutual interests into account. The same applies mutatis mutandis to omissions.

31.2 Save as provided in clause 25, no third party entity will have the right to enforce any provision of a contract as a third party beneficiary, including pursuant to the Contracts (Rights of Third Parties) Act 1999.