

## RWE General Terms and Conditions for Purchase of Goods and Services (Denmark) – 12/2023

### 1. Contract

- 1.1 Any RWE group company (RWE) may be named in and raise a **written purchase order (order)**. An **order** is an offer by RWE to purchase the goods, services and/or deliverables as described in the **order (goods, services, goods/services)** from the contractor named in the **order (Contractor)**. **Orders** for **goods/services** placed by RWE are subject to these conditions (together the General Terms and Conditions (GTC) and severally a condition (**condition**)).
- 1.2 The **Contractor** accepts RWE's offer by expressly giving RWE a notice of acceptance in writing (including returning a signed **order (accept, acceptance)**) without deviations.
- 1.3 On and with effect from **acceptance (start date)**, a contract between the **Contractor** and RWE comes into force, which is comprised of and subject to the contents of the **order** and these **GTC (contract)**.
- 1.4 Terms and conditions of the **Contractor** or any deviation from RWE's GTC are expressly rejected by RWE.
- 1.5 The **order** prevails over any of the **conditions**.

### 2. Interpretation

- 2.1 In these GTC:
  - (a) the use of 'including' and similar expressions does not limit the generality of any preceding words.
  - (b) unless the contractual context otherwise requires, a reference to a statute or statutory provision includes any statute or statutory provision as enacted, re-enacted or amended either before or during the **contract term**.
  - (c) Writing (**writing**) means messages sent or received via post with a manuscript signature, with regard to SAP purchase orders, the **Contractor** and RWE agree that an SAP purchase **order** signed with an electronic signature shall also be recognized as validly agreed. If the **Contractor** and RWE expressly agree, a **Contract** may also be concluded with a simple electronic signature.
- 2.2 A reference to applicable law shall mean all relevant Danish law, statute or regulation in force at any time which relates to this **contract**, the **goods/services**, RWE's site and the **delivery place** (including those relating to health and safety, competition, anti-trust, anti-money laundering, anti-corruption/anti-bribery, foreign trade, export control and sanction laws) (**applicable law**).

### 3. Non-Exclusivity, Group Benefit

- 3.1 The purchase of **goods/ services** by RWE pursuant to this **contract** is on a non-exclusive basis and may be for the benefit of other companies within **the RWE** group of companies (**RWE group**).

### 4. Term

- 4.1 The **contract** begins on the **start date** and ends when all obligations under the **contract** have been fulfilled (**term**).

### 5. Delivery

- 5.1 The **Contractor** is responsible at its sole cost and risk (including the cost to insure) for all transport, loading, collection, handling, storage,

packing, unpacking, reception at site and delivery reasonably necessary for the supply of the **goods/services (deliver, delivery)** and obtains and pays for all import permits or licenses required for any part of the **goods** or **the Contractor's** equipment delivered duty paid (as defined in the Incoterms 2000).

- 5.2 **Delivery** includes the delivery of all tools and documentation (e.g. user manuals, health and safety data) relevant to the **goods/services** and their use.
- 5.3 The **Contractor delivers goods/services** by the time (**delivery date**), at the place (**delivery place**) and in the quantity as set out in the **order**.
- 5.4 Any signature from RWE on any delivery note or other documentation presented in connection with the **delivery** of the **goods/services** is evidence only of what has been received and is not evidence that the correct quantity of **goods** has been **delivered** or that **goods/services delivered** otherwise comply with the requirements of this **contract**.

### 6. Delivery Date

- 6.1 Without prejudice to RWE's rights, if the **Contractor** considers that it cannot **deliver** or supply the **goods/services** on the **delivery date**, **the Contractor** must notify RWE of the delay as well as the circumstances causing the delay as soon as the Contractor can.

### 7. Instalment Delivery

- 7.1 The **Contractor** may not **deliver** the **goods/services** in instalments unless stated in the **order** or unless RWE otherwise agree in **writing** in advance. If any of **goods/services** are ordered or **delivered** in instalments, this **contract** for the purchase of those **goods** is treated as a single **contract** and is not severable unless RWE says otherwise.

### 8. Standards/Quality of Goods/ Services

- 8.1 The **Contractor delivers** good marketable title free from encumbrances on all **goods/services** delivered by the **Contractor**.
- 8.2 The **goods/services**:
  - (a) comply with all relevant **applicable** laws;
  - (b) adhere to the technical, functional and performance specifications, descriptions, quality standards set out in the **order** or any other document supplied to the **Contractor** by RWE;
  - (c) be of satisfactory quality, fit for the purpose generally ascribed to such **goods/services** and also for the purpose specified by RWE (if any) and free from any defects;
  - (d) be provided with all due skill and care;
  - (e) not infringe RWE's intellectual property rights (including copyright) (**IPR**) or that of any third party;
  - (f) correspond to any description or previous sample supplied by the **Contractor**.
- 8.3 The **goods** will:
  - (a) be **delivered** in the quantity as set out in the **order**;
  - (b) be of sound material and workmanship;
  - (c) be new and free from any lien, charge or other encumbrance;
  - (d) be fit for use in conjunction with the **services** (if applicable) and for any other purpose which is indicated in the **order** or otherwise made known to the **Contractor** (in each case either expressly or by implication).
- 8.4 The **Contractor** passes on the benefit of all

manufacturer's and any other relevant third party warranties or guarantees to **RWE** in relation to the **goods/services**.

## 9. Labelling, Advice Notes and Packaging of Goods

- 9.1 The **Contractor** clearly marks the **goods** with **RWE's** name, address, **order** number and with an advice note (detailing the name or description of the **goods**, transport, per component the item number, weight, number or volume and point and date of dispatch) and any other information **RWE** notifies to the **Contractor** that **RWE** requires and makes it clear that the **Contractor** is the supplier of them and the date and place of manufacture, where relevant.
- 9.2 The **Contractor** properly labels the **goods** and supplies them with all necessary warnings, instructions and other information relevant to their storage and use including, where applicable, any onward transport and/or lifting requirements.
- 9.3 The **Contractor** notifies **RWE** about any hazards to health, safety or the environment with full details of the hazardous content or nature of the **goods/services** and details of correct measures to be taken in the event of exposure or spillage.
- 9.4 The **Contractor** properly packs the **goods**, secures them and transports them in such a manner as to enable them to reach the **delivery place** in good and new condition.
- 9.5 **RWE** does not need to return to the **Contractor** any packaging materials used in the transportation or **delivery** or supply of **goods/services**.
- 9.6 The **Contractor** removes and disposes of any waste in compliance with relevant **applicable law**.

## 10. Inspection and Testing

- 10.1 **RWE** may include testing and inspection requirements in **RWE's order**. If none are stated in **RWE's order**, the **Contractor** will allow **RWE** to inspect and test the **goods/ services** (and if necessary, re-test and re-inspect) where and when **RWE** deems it is appropriate to do so or as otherwise required by law.
- 10.2 Where **RWE** tests or inspects or attends **Contractor's** tests or inspections, **Contractor** cooperates with **RWE** and give **RWE** access to all relevant places, documents and any other information. If a fault is found, **RWE** may recover any of **RWE's** costs from the **Contractor** to re-inspect and/or re-test. If, to resolve a dispute or otherwise, **RWE** arrange an independent person to test, inspect, re-test or re-inspect the **goods/services**, then the **Contractor** and **RWE** are each bound by the outcome of such independent test or inspection. Any test or inspection that **RWE** attend or arrange is not an admission or an **acceptance** by **RWE** that the **goods/services** comply with this **contract**.

## 11. Title and Risk

- 11.1 Title and risks to **goods** pass to **RWE** upon **delivery** to the **delivery place**.
- 11.2 The **Contractor** keeps **goods** insured for their full replacement value until risk passes to **RWE**. Any **goods** damaged or lost in transit is the **Contractor's** responsibility.

## 12. Price, Invoicing and Payment

- 12.1 In consideration of the successful delivery of the goods/services **RWE** pays, the price in the fixed price amounts, at the rate and/or at the frequency set out in the **order (fee)**.
- 12.2 The **fee** is exclusive of value added tax (**VAT**) but is inclusive of all other matters including freight,

insurance and other **delivery** and supply costs and out-of-pocket expenses including subsistence, accommodation, supply of equipment or tools, payment of the **Contractor's** staff (including salaries, wages, bonuses and other emoluments, statutory charges and levies, pension provisions, overtime or payments for working unsociable hours) and compliance with all obligations under this **contract**.

- 12.3 The **Contractor** takes into account all materials and activities required to supply the **goods/services**, all its costs and expenses and all its obligations under this **contract** in setting the **fee**.
- 12.4 The **Contractor's** invoices must show date, invoice number, the **Contractor's** name and address, **VAT** breakdown, **order** number, **fees** and the **Contractor** supplies all other information or supporting documentation that **RWE** may reasonably require.
- 12.5 The **Contractor** sends its invoices in the format and to the address as required by **RWE** in the **order**.
- 12.6 **RWE** pays invoices within thirty (30) days from date of receipt. If **RWE** disputes an invoice, **RWE** may withhold payment of the disputed amount until resolution.
- 12.7 If payment is not made on undisputed amounts when due, the **Contractor** may charge interest at the rate according to the Danish **applicable law**.
- 12.8 Any sum payable under this **contract** for a taxable supply is exclusive of **VAT** payable on it and the recipient of the supply shall pay an amount equal to such **VAT** in addition to any such sum on receipt of a valid **VAT** invoice from a supplying party.
- 12.9 **RWE** may at any time set off any of the **Contractor's** liability to **RWE** or to **RWE group** against any liability that **RWE** or **RWE group** may owe to the **Contractor** and **RWE** informs the **Contractor** if **RWE** makes any such set off.
- 12.10 Any payment does not affect any rights or obligations of either the **Contractor** or **RWE** and does not mean **RWE** accepts that the **Contractor** has fully complied with its obligations under this **contract**.

## 13. Change and Variation

- 13.1 **RWE** may, in **writing**, request a change to these **GTC** and/or an **order** (including a **delivery date** or a **delivery place**) in each case at any time prior to the **delivery date**.
- 13.2 Where a change is requested and is not material, the change is made with no adjustment to the **fee** or **delivery date** unless **RWE** agrees. Where a change is requested and is material, **Contractor** and **RWE** shall seek to agree the change including any change in the **fee**, the **delivery date** or the **delivery place**.
- 13.3 If **Contractor** and **RWE** are unable to agree a change, then either **RWE** do not proceed with the change or **Contractor** or **RWE** can escalate the matter for resolution and if no agreement is reached via escalation, **RWE** may elect either not to implement the change or instead, to terminate the **contract** for no fault.
- 13.4 Subject to the above provisions of this **condition**, no variation of this **contract** or any part of it is valid unless it is in **writing**, expressed to be a variation to this **contract** and signed or approved by or on behalf of each of **Contractor** and **RWE**.

## 14. Guarantee

- 14.1 **Contractor** guarantees that **goods/services** will be and remain compliant with this **contract** for a minimum of twenty-four months from **delivery** or any longer period if set out in the **order (guarantee period)**.
- 14.2 Where any **goods/services** are repaired or replaced,



the **guarantee period** commences again on **delivery** of any repaired or replaced **goods/services**.

## 15. Default and Remedy

15.1 If **Contractor** does not comply with any **applicable law** or any of these **GTC** (including if **goods/services** are not **delivered** or completed by the **delivery date**) or if during the **guarantee period**, **RWE** finds a defect in design, materials or workmanship (together or separately a **default**) then **Contractor** is liable for **RWE's loss** suffered as a result of that **default**. Where **RWE** are able to, without it causing **RWE** additional **loss**, **RWE** will notify **Contractor** of the **default** and ask **Contractor** to repair or rectify it if **RWE** thinks the **default** is capable of remedy.

15.2 **RWE** may, without prejudice to any other rights and remedies in this **contract** or at law on written notice to **Contractor** with **RWE's** reasons:

- (a) suspend **delivery** or supply of **goods/services** for any period reasonable in the circumstances;
- (b) ask **Contractor**, at **RWE's** discretion, to replace/rectify the **default** within **RWE's** reasonable timescale required where possible; and/or
- (c) if **RWE** does not think **Contractor** will be able to replace/rectify the **default** or if **Contractor** has tried to do so and failed, **RWE** may itself re-place/rectify the **default** or ask another person to do so; or
- (d) if **RWE** does not consider that it is possible or appropriate for **Contractor** to replace/rectify the **default** or if **RWE** asks **Contractor** to do so and **Contractor** fails, rejects the **goods/services** (in whole or part) and/or rescind or terminate the **contract** (in whole or part); or
- (e) **accept** the **default** in consideration for a reduced **fee** appropriate to take account of the nature and extent of the **default**.

15.3 **Contractor** will, in case **RWE** cancels/rejects **goods/services** or if **RWE** terminates or rescinds the contract, pay to **RWE** the value of:

- (a) the relevant **goods/services** paid by **RWE**; plus
- (b) any direct cost incurred by **RWE** in relation to the **default** including any additional cost to **RWE** to replace or rectify **Contractor's** delay or failure; plus
- (c) any payments due and payable by **RWE** to third parties because **RWE** relied on **Contractor** to comply with **Contractor's** obligations under this **contract**.

15.4 Where **RWE** gives **Contractor** notice that **Contractor** is in **default**, **RWE** may, at **RWE's** discretion and if to do so mitigates **RWE's loss** and in any event without affecting **RWE's** rights, use and/or receive the benefit of any **goods/services** that **Contractor** may already have **delivered**, whether they are in **default** or not, in the usual course of **RWE's** business until **Contractor** replaces and/or rectifies the **default**.

15.5 Where **Contractor's default** causes loss to any third party, then **Contractor** indemnifies **RWE** from any **loss** incurred by or awarded against **RWE** by such third party and no maximum liability cap applies to this indemnity.

15.6 Where the **default** relates to **Contractors** unlawful restraint of competition or any other breach of anti-trust or anti-competitive **applicable law** in each case prior to, during the term or on expiry or earlier termination of this **contract** **Contractor** shall pay to **RWE** without affecting other rights and obligations

either:

- (a) the sum equivalent to 15% of the aggregate **fees** (which as at the **start date** could reasonably be expected to become due and payable on satisfactory performance of the **contract**); or
- (b) the actual **loss** suffered by **RWE**, whichever is the greater.

## 16. Insurance

16.1 Without prejudice to any rights or obligations under the **contract** or at law, the **Contractor** takes out and maintains insurance in force for the term and for the period of time over which the **Contractor** has continuing liabilities under this **contract** or **applicable law**, with reputable and substantial insurers and of the nature and extent as would reasonably be expected taking into account the nature and extent of the **Contractors** obligations under this **contract** or **applicable law** and which includes the insurance cover set out in this **condition** below and to be evidenced by certificates of insurance made available to **RWE** within seven (7) days of **RWE's** request:

- (a) employer's liability insurance in the amount of at least €5,000,000 for any one occurrence or the amount required by **applicable law**, whichever is higher;
- (b) public, product and environmental liability insurance including against liability to third parties for any death or personal injury and **loss** of or damage to any physical property including the **goods** in each case arising out of or in connection with the carrying out of the **delivery of goods/services** in the amount of at least €5,000,000 for any one occurrence;
- (c) such other insurances as **applicable law** requires.

16.2 Deductibles applying under any insurance are for the **Contractors** account where such deductibles relate to **loss** for which the **Contractor** is responsible under the **contract**.

16.3 Where the **Contractor** receives insurance proceeds from the **Contractor's** insurers relating to an insured event under this **contract**, the **Contractor** pays to **RWE** such sums as are claimed from and/or are due and payable to **RWE** from such insurance proceeds and/or uses them solely to replace/rectify any associated **default**.

## 17. Exclusion and Limits of Liability

17.1 No liability is excluded or limited for the **Contractor** or **RWE** under this **condition** 17 for:

- (a) fraud, willful default or deceit;
- (b) fraudulent or negligent misrepresentation;
- (c) death or personal injury caused by negligence;
- (d) any other liability that cannot be excluded or limited by **applicable law**.

17.2 Neither the **Contractor** nor **RWE** is liable by reason of any **default** for any indirect or consequential loss or damage in contract or breach of statutory duty, misrepresentation or otherwise arising out of or in connection with this **contract**. Indirect and consequential loss includes but is not limited to: economic loss such as loss of indirect profit, loss of contract, loss of revenue, loss of goodwill, loss of production or loss of anticipated savings.

17.3 Any liability of **RWE** to **Contractor** or the **Contractor** to **RWE** in **contract**, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising out of or in connection with this **contract** in each case is limited in the aggregate to a sum equal to double the sum (200%) of the **fees**. **RWE's** cap on liability to **Contractor** excludes



RWE's liability to pay **Contractors fees** which are or become due and payable for **goods/services** that **Contractor** delivers under the **contract**. The **Contractors** cap on liability to RWE excludes the cost to the **Contractor** to fix a defect in the delivery of **goods/services**.

- 17.4 Each cap on liability in **condition 17.3** excludes:
- (a) any liability where a separate maximum liability is stated in this **contract**; and/or
  - (b) sums recoverable and/or recovered from insurers in relation to the insurance that is required to be taken out under this **contract** subject to a maximum of the value of minimum level of insurance which this **contract** requires.
- 17.5 The **Contractor** and RWE each have an obligation to take such steps as it is reasonably practicable to do so to mitigate any **loss**, costs or expense which **Contractor** or RWE may suffer or incur as a result of a **default** and nothing in this **condition** limits or excludes this obligation.

## 18. Force Majeure

- 18.1 Neither the **Contractor** nor RWE are liable for any event beyond their respective reasonable control which was not reasonably foreseeable as of the **start date** and which directly causes **Contractor** or RWE to be unable to comply with all or a material part of their respective obligations under the **contract** (**event of force majeure** PROVIDED THAT such event does not arise from **Contractors** or RWE's act, omission or negligence).
- 18.2 An **event of force majeure** is not:
- (a) a strike by or lockout or other industrial dispute or trade dispute involving any of **Contractor's staff**;
  - (b) non-delivery of **goods** or equipment by any of **Contractors staff** to the **Contractor**; or
  - (c) **Contractor's** failure to hire suitably qualified **staff**; or
  - (d) mechanical or electrical breakdown or failure of any of **Contractor's** or **Contractor's staff's** equipment, machinery or plant; or
  - (e) insolvency or similar financial difficulties.
- 18.3 Covid 19 pandemic is itself not deemed to be an **event of force majeure** because it is foreseeable as of the **start date**. Measures to address Covid 19 are to be included in the **contract**. If such measures materially change after the **start date** that change could constitute an **event of force majeure**.
- 18.4 Any other pandemic is an **event of force majeure**.
- 18.5 If either **Contractor** or RWE are affected by an **event of force majeure**, **Contractor** or RWE as the case may be:
- (a) immediately issues written notice to the other of the nature and extent of the event of force majeure and details of any adverse impacts of it on the ability to perform obligations under the **contract**; and
  - (b) take such steps as are reasonably practicable in all the circumstances and in consultation with each other to prevent, mitigate and reduce to a minimum the adverse effect of any **event of force majeure**.
- 18.6 If:
- (a) written notice in relation to an **event of force majeure** is not withdrawn within thirty (30) days or such other longer period of time as RWE may determine; or
  - (b) **loss** is incurred by RWE which exceeds in aggregate a sum equal to 50% of the **fees** which would otherwise be due and payable under the **contract** for the **term** but for any

disruption or suspension by an **event of force majeure** (or any higher sum as RWE may determine),

then RWE may on written notice terminate the **contract** on a no fault basis with immediate effect.

- 18.7 Unless terminated under condition 18.6, when the **event of force majeure** ceases, the **Contractor** and RWE, in consultation with each other, take such steps as are reasonably practicable in all the circumstances to resume normal performance of their respective obligations under the **contract**.

## 19. Termination

- 19.1 RWE may terminate this **contract** at any time in accordance with the statutory provisions by giving to the **Contractor** written notice.
- 19.2 The **Contract** may be terminated, by the party who is not in breach, by notice if:
- (a) The **Contractor** or RWE is in material breach of any of its obligations under the **contract** and the breach is not capable of remedy; or
  - (b) the **Contractor** or RWE is in material breach of any of its obligations and fails to remedy the breach (if capable of remedy) within 14 days of a written notice requesting such remedy (a breach is considered capable of remedy if time is not of the essence in performance of the obligation and if the person in **default** can comply with the obligation within the 30 day period given to comply);
- 19.3 Where RWE may terminate the **contract**, RWE may instead terminate the **contract** in respect of part only of the **goods/services** and in which case, the **contract** continues in respect of the **delivery** of the remaining **goods/services**.
- 19.4 Any rights to terminate under this **contract** are without prejudice to any other rights **Contractor** or RWE may have at law to terminate the **contract** or to **accept** any breach of this contact as having brought the **contract** to an end (including, where relevant, a right to claim repudiatory damages).
- 19.5 Where the **Contractor** are in default because the **Contractor** has demonstrably been involved in unlawful restrictions of competition at RWE's expense, then in addition and/or instead of the remedy available to RWE under condition 15 (*Default and Remedy*) RWE may immediately on written notice either rescind or terminate the **contract**. In the event of rescission, the relevant **applicable law** applies.

## 20. Consequences of Termination

- 20.1 Termination or expiry of the **contract** will not:
- (a) affect any rights or liabilities accrued as at the date of expiry or earlier termination;
  - (b) prejudice other rights or remedies (under these **GTC** or otherwise); or
  - (c) affect the coming into force or the continuation in force of any provisions which expressly or by implication are intended to come into force or continue in force on or after the termination or expiry.
- 20.2 On termination or expiry **Contractor**:
- (a) immediately **delivers** to RWE any **goods/services** that RWE have paid for;
  - (b) discontinues the provision of further **goods/services**; and
  - (c) promptly return or provide to RWE any and all of RWE or RWE group's confidential information, personal data and/or property including **IPR** group then in **Contractor** or



**Contractor's staff's** possession or control. Until they are returned, **Contractor** is solely responsible for their safe keeping and will not use them.

- 20.3 On any termination or expiry and subject to condition 19.5, **RWE** shall pay the **Contractor** the **fees** due and payable pro rata for any **goods/services delivered** (and not cancelled or rejected) and not yet paid for as at the date of expiry or termination.
- 20.4 On any early termination **RWE** shall have no liability to the **Contractor** for any other sums including any indirect or consequential **loss** arising out of or in connection with such termination except that if **RWE** terminate at will or if **Contractor** terminates because **RWE** is in material breach then **RWE** will pay **Contractor** for any cost or expense **Contractor** is already contractually committed to and directly incurred by **Contractor** on the reasonable expectation that the **contract** would not terminate prior to the expiry of its **term** provided that **Contractor** provide on request documentary evidence of such cost and expense and provided further that **RWE** shall not pay the **Contractor** any sum that exceeds the sum equivalent to 90% the **fees** for the balance of the term and which would have been due payable had the **contract** not terminated early.
- 20.5 Where **RWE** terminate for **Contractor's default**, **RWE** may recover from the **Contractor**, to the extent not already recovered, the sums set out at condition 15 (*Default and Remedy*), and the **Contractor** will also pay **RWE** any consequential loss incurred by **RWE** as a result of the termination

## 21. Contractor's staff

- 21.1 There is no **contract** between **RWE** and any of the **Contractor's** employees, directors, officers, agents, personnel, **staff**, contractors, sub-contractors or other workers (**staff**).
- 21.2 **Contractor** shall make appropriate deductions for tax and national insurance contributions from the remuneration which the **Contractor** pays to its **staff** that it employs.
- 21.3 The **Contractor** shall ensure that:
- it supplies its **staff** with all vehicles and necessary safety and other tools and equipment that they need to **deliver** the goods/services;
  - all vehicles, equipment and other tools that the **Contractor** and its **staff** use to **deliver** the **goods/ services** are in a good, legal and serviceable condition;
  - its **staff** are suitably qualified, competent, skilled and experienced and are trained and able to **deliver** the **goods/services** and drive the vehicles, handle the **goods** and all tools and equipment needed to **deliver** the **goods/services** safely and in compliance with this **contract**;
  - puts procedures in place to ensure that its **staff** are able to understand and comply with oral and written instructions given by **RWE** including those which relate to health and safety; and
  - puts in place suitable precautions to prevent damage to property or injury to person.
- 21.4 Prior to any **staff** performing the **services** the **Contractor**, to the extent lawful, ensures that each member of the **Contractor's staff** satisfies any checks which may be appropriate according to good industry practice or which are reasonably notified by **RWE** to the **Contractor**. Such vetting requirements include but are not limited to: checking identities, rights to work, references,

qualifications and driving licenses. The **Contractor** keeps records of such checks and shows the records to **RWE** if **RWE** asks to see them.

- 21.5 The **Contractor** shall provide any information reasonably requested by **RWE** in relation to the **Contractor's staff** who deliver the **services** within 10 business days of such request being made.
- 21.6 The **Contractor** ensures that its **staff**:
- comply with **RWE's** local security and safety arrangements; and
  - carry out their duties so as to cause minimum disruption to **RWE's** business operations.
- 21.7 **RWE** may at any time on notice to the **Contractor** remove or request the removal from **RWE's** premises of any individual whom, in **RWE's** reasonable opinion, is not qualified or competent to be present on **RWE's** site or who at any time acts in a way that contravenes **RWE's** safety or security processes or policies, causes or may cause injury to others or damage to property or who poses any other safety or security risk. The **Contractor's** obligations continue and are not reduced or changed if **RWE** removes or requests such removal.
- 21.8 The **Contractor** indemnifies **RWE** and **RWE group** on a full indemnity basis against any loss, liability, damage, expense, claim, fine, demand, proceeding, charge, fine, penalty, demand or cost (including legal fees) (**loss**) suffered or incurred by **RWE** (and/or **RWE group**) as a result of any failure by the **Contractor** or its **staff** to comply with the **Contractor's** obligations under this condition.
- 21.9 Any breach of this condition is a material breach and **RWE** may terminate this **contract** for **Contractor default**.

## 22. Our Materials Ownership

- 22.1 All information, specifications, drawings, sketches, models, prototypes, samples, tools, designs, technical information or data or other proprietary information or **IPR** (whether written, oral or otherwise and including personal data) (**RWE materials**) obtained by the **Contractor** or made available to the **Contractor** by **RWE** or on **RWE's** behalf remains **RWE's** property and/or does not become the **Contractor's** property.
- 22.2 The **Contractor**:
- keeps **RWE materials** separate from the **Contractor's** property and property of others;
  - properly stores and protects them and identify **RWE's materials** as **RWE** property; and
  - deliver up **RWE materials** to **RWE** on request and if **Contractor** does not, **RWE** may enter any of **Contractor's** premises or those of **Contractor's** suppliers or of any other third party where **RWE** reasonably consider that **RWE materials** are stored and repossess them.
- 22.3 Risk in **RWE materials** passes to the **Contractor** as soon as the **Contractor** obtains them or **RWE** makes its **materials** available for the **Contractor's** use.

## 23. Intellectual Property Rights

- 23.1 All the **Contractor's** intellectual property rights (**IPR**) existing on or prior to the **start date** remain vested in the **Contractor** and all **RWE's IPR** existing on or prior to the **start date** remain vested in **RWE**.
- 23.2 The **Contractor** hereby grant to **RWE** a perpetual, transferable, irrevocable, non-exclusive, royalty free, worldwide license to use any of the **Contractor's IPR** which are necessary for **RWE** and **RWE group** to derive the benefit of the **goods/services** and this **contract**.
- 23.3 The **Contractor** hereby assigns to **RWE** with full title guarantee all **IPR** (including copyright) free from encumbrances in any **goods/services** created or



developed by the **Contractor** or by others on the **Contractor's** behalf in relation to this **contract** or otherwise resulting from **delivery** of the **goods/services** (including new or bespoke computer code and including any new versions (e. g. updates, upgrades, releases, patches, bugfixes). This assignment either takes effect on the **start date** or immediately on the coming into existence of any new or developed IPR during the **term**.

- 23.4 The **Contractor** agrees to obtain waivers of all moral and other rights, execute all documents and to do any other things reasonably necessary to perfect these rights.
- 23.5 Where any software is created or developed for **RWE**, **RWE** owns and the **Contractor** delivers to **RWE** the source code for software created or developed.
- 23.6 Any rights granted by **RWE** to the **Contractor** or the **Contractor's staff** to use **RWE's** IPR cease on termination or expiry of the **term**.
- 23.7 The **Contractor** defends and indemnifies **RWE** and **RWE group** from and against any **loss** incurred by and/or awarded against **RWE** and/or **RWE group** in each case as a result of or in connection with:
- (a) a breach by the **Contractor** or the **Contractor's staff** of **RWE's** IPR; and
  - (b) any claim or action that **goods/ services** (in whole or part) infringe the IPR or any other rights of a third party.
- 23.8 The **Contractor** and **RWE** shall each notify the other of any alleged or actual third party IPR claim as soon as is reasonably practicable upon becoming aware of any such claim.
- 23.9 Neither the **Contractor** nor **RWE** make any admission as to liability or agree to any settlement of or compromise any third party IPR claim without the prior written consent of the other which consent shall not be unreasonably withheld, conditioned or delayed.
- 23.10 The **Contractor** may, on written request to **RWE** and at the **Contractor's** cost and expense and on providing adequate financial security to **RWE** for any debt or liability under the indemnity, have the conduct of or settle all negotiations and litigation arising from any third party IPR claim and **RWE** shall, at the **Contractor's** request and expense, give the **Contractor** reasonable assistance in connection with those negotiations and litigation.
- 23.11 If any third party IPR claim is made or, in the **Contractor's** opinion, is likely to be made against the **Contractor** or **RWE** then without affecting any rights or obligations the **Contractor** will promptly and at its own expense either:
- (a) procure for **RWE** and/or **RWE group** the right to continue using the **goods/services** or IPR (or any part of them) in accordance with this **contract**; or
  - (b) modify or replace the infringing **goods/ services** (or any part of them) so as to avoid the infringement or alleged infringement and as if they were defective and so as to comply with the condition 15 (*Default and Remedy*); or
  - (c) pay to **RWE** all sums as set out at condition 15 (*Default and Remedy*) as if the **goods/ services** were defective.
- 23.12 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for **Contractor's default**.

## 24. Confidentiality

24.1 The **order**, these **GTC**, any **RWE materials** or any other technical or commercial information of a confidential nature (either marked as such or which, by its nature, can reasonably be considered to be

confidential) which the **Contractor** receives from **RWE** (or from a person acting on **RWE's** behalf ) either expressly or impliedly or otherwise gleaned by the **Contractor** (including any information relating to our business or financial or other affairs or those of a member of **RWE group** or **RWE's** or their customers or suppliers and including any personal data or information relating to information systems and/or networks) (**confidential information**) is strictly confidential and the **Contractor** does not use it except as is strictly necessary in the performance of the **Contractor's** obligations under this **contract** or disclose it (in whole or in part) to any other person without **RWE's** prior written consent.

24.2 The **Contractor** keeps **RWE materials** and **confidential information** safely and will maintain and apply appropriate technical and organizational measures, processes and procedures to safeguard against any unauthorized access, loss, destruction, theft, use or disclosure of personal data and all confidential information. The **Contractor** will not retain the confidential information longer than is required for the performance of the **Contractor's** obligations under this **contract** or as otherwise required or permitted by law.

24.3 The **Contractor** may disclose confidential information if and to the extent that:

- (a) The **Contractor** considers it is necessary to disclose confidential information to the **Contractor's staff** or group companies for the purpose only of performing the **Contractor's** obligations under this **contract** or professional advisers, auditors and bankers, in each case provided that the **Contractor** places similar conditions of confidentiality on those persons;
- (b) The **Contractor** is required to do so by law or any securities exchange or regulatory or governmental body to which the **Contractor** is subject wherever situated provided that the **Contractor** gives **RWE** advance notice warning of this as soon as it is reasonably practicable and legally able to do so;
- (c) it is or comes into the public domain through no fault of the **Contractor**; or
- (d) it was previously disclosed to the **Contractor** by others without any obligation of confidence.

24.4 To the extent permitted by law and upon **RWE's** request, the **Contractor** promptly deletes, destroys or returns **RWE materials** and **confidential information** and any data stored on the **Contractor's** infrastructure (including all copies) promptly to **RWE**, and at **RWE's** request, confirms any such deletion, destruction or return.

24.5 The **Contractor** does not make any announcement or publicity statement relating to **RWE**, **RWE group**, the **contract** or any part of it or its subject matter without **RWE's** prior written approval (except as required by applicable law or by any legal or regulatory authority in which case the **Contractor** will give **RWE** as much advance warning of this as it is reasonably practicable to do so).

24.6 The **Contractor** indemnifies **RWE** and **RWE group** from and against any **loss**, incurred by **RWE** and/or **RWE group** as a result of or in connection with a breach by the **Contractor** or the **Contractor's staff** of this **condition**.

24.7 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for the **Contractor's default**.

24.8 The obligations in this **condition** apply for a period of three (3) years after as well as during the **term**.

## 25. Data Protection

25.1 The **Contractor** is obliged to comply with the statutory provisions on data protection (in particular



the General Data Protection Regulation (GDPR)). In case of processing of personal data on behalf of **RWE**, the **Contractor** processes personal data exclusively within the scope of the agreement reached and according to the **RWE's** instructions. A separate agreement shall be made for this purpose in the event of processing by order. The **Contractor** protects the personal data received from **RWE** from access by unauthorized third parties by means of suitable technical and organizational measures in accordance with Art. 32 GDPR. The **Contractor** informs **RWE** without delay in the event of serious disruptions in the course of operations, suspected violations of data protection or other irregularities in the processing of **RWE's** data.

25.2 The **Contractor's** and **RWE's** respective maximum liability and/or debt to each other under this **condition** is the sum of one million Euro (€1,000,000) in aggregate.

25.3 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for **Contractor's default**.

## 26. Information Security and Critical Infrastructure

26.1 **RWE** may ask the **Contractor** (and the **Contractor** may already have done so) from time to time to complete a self-declaration form and to provide relevant evidence relating to information security and critical infrastructure protection (such as the RWE Prequalification Information Security IT/OT (PIO) and/or where relevant the RWE Data Protection Agreement (DPA)). The **Contractor** certifies that its answers are and shall remain true and accurate. Any breach of this warranty or false declaration is a material breach of the **contract** and **RWE** may terminate for **Contractor default**.

26.2 The **Contractor** does not access and shall not permit anyone to access **RWE's** computing systems without **RWE's** express written authorization.

26.3 Where authorized by **RWE** in advance and in writing, **RWE** may provide the **Contractor** with access to **RWE's** computing systems.

26.4 Where **RWE** provides such access the **Contractor** employs anti-virus procedures and complies with IT policies and procedures that align with **RWE's** security requirements.

26.5 The **Contractor** may use any access granted to it only to provide the **goods/services** and any such access must be through **RWE's** agreed security gateways and/or firewalls.

26.6 **RWE** may terminate the **Contractor's** access to **RWE's** systems at any time without notice to the **Contractor**.

26.7 The **Contractor** immediately notifies **RWE** (via [csirt@rwe.com](mailto:csirt@rwe.com)) of and provides assistance with any suspected, actual or threatened security incidents or security breaches, unusual or malicious activity or events and/or vulnerabilities of which the **Contractor** becomes aware that may affect **RWE's** systems in any way or lead to unauthorized access to **RWE's** systems, or impacts the provision of **goods/services** to **RWE**.

26.8 Any breach of this **condition** is a material breach and **RWE** may terminate any **contract** with the **Contractor** for **Contractor default**.

## 27. Disrepute

27.1 The **Contractor** does not use **RWE's** information or do anything that brings **RWE's** name or **RWE** group's name into disrepute or damages or conflicts with **RWE's** or **RWE** group's reputation, goodwill or business interests.

## 28. Marketing and Advertising

28.1 The **Contractor** may not, without **RWE's** prior

written consent use:

- (a) any information concerning this **contract**; or
- (b) photographs of **RWE's** sites, facilities or personnel in each case for reference or marketing purposes.

28.2 The **Contractor** may not use **RWE's** trade names, trademarks or logos or those of **RWE** group either individually or in combination with the **Contractor's** trade names or trade names of others.

## 29. Code of Conduct

29.1 **RWE** and **RWE** group are committed to the RWE Code of Conduct (**RWE Code of Conduct**) set out at: <https://www.group.rwe/en/the-group/compliance/code-of-conduct/>.

29.2 **RWE** expects the **Contractor** to accept the Principles of Conduct contained in the **RWE Code of Conduct** as a basis for cooperation between the **Contractor** and **RWE**.

29.3 **RWE** also expects the **Contractor** to commit to support and implement (and that the **Contractor** will procure that its **staff** support and implement) the principles on human rights, labor relations, environmental protection and combating of corruption which are established within the framework of the United Nations Global Compact Initiative ([www.unglobalcompact.org](http://www.unglobalcompact.org)).

## 30. Combating corruption

30.1 The **Contractor** undertakes not to give or receive, offer or ask for, directly or indirectly, to anyone any payment or benefit that constitutes undue financial or other advantage of any kind.

30.2 The **Contractor** complies with all **applicable law** relating to anti-bribery and anti-corruption and the **Contractor** ensures that neither the **Contractor** nor the **Contractor's staff** engage in any activity, practice or conduct which constitutes an offence under such **applicable law**.

30.3 The **Contractor** indemnifies **RWE** and **RWE** group against all **loss** incurred or suffered by **RWE** and/or **RWE** group as a result of a breach by the **Contractor** or the **Contractor's staff** of this **condition**.

30.4 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for **Contractor default**.

## 31. Sanctions

31.1 "Sanctions" means any economic or financial sanctions, import or export regimes or trade embargoes implemented, administered, or enforced by the European Union (EU), its member states or the United Nations Security Council.

Sanctions also means any economic or financial sanctions, import or export control regimes or trade embargoes implemented, administered, or enforced by the United States of America or the United Kingdom, unless this constitutes a violation of any applicable blocking law, or compliance with such Sanctions constitutes a violation of any applicable blocking law (**sanctions**).

31.2 The **Contractor** warrants that neither the **Contractor** nor any of the **Contractor's** group companies nor, to the best of the **Contractor's** knowledge, any legal representative of the **Contractor** or any of the **Contractor's** Group companies is:

- (a) a person against whom **sanctions** have been imposed;
- (b) owned or controlled by a person against whom **sanctions** have been imposed;
- (c) located in or has been registered in or has its

registered office in, a country or territory against which **sanctions** applicable to itself or its Government have been imposed (currently but not limited to: Cuba, Iran, North Korea, Syria, Crimea and the so-called Donetsk and Luhansk People's Republics).

- 31.3 The **Contractor** complies with all **sanctions** and export control requirements applicable to it and its business activities as far as actions in connection with this **contract** are concerned.
- 31.4 The **Contractor** does not sell, supply or transfer items received from **RWE** to third parties if this results in the **Contractor** or **RWE** violating any applicable **sanctions** or export control regulations.
- 31.5 The **Contractor** does not act or omit to act so as to result in **RWE** violating any applicable **sanctions** or export control regulations.
- 31.6 The **Contractor** immediately informs **RWE** in writing if **Contractor** becomes aware of any event or matter which may result in a violation of applicable **sanctions** or export control regulations by the **Contractor** or by **RWE** relating to the **contract**.
- 31.7 The **Contractor** indemnifies **RWE** and **RWE group** against all **loss** incurred or suffered by **RWE** and/or **RWE group** as a result of a breach by the **Contractor** or the **Contractor's staff** of this **condition**.
- 31.8 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for **Contractors' default**.

## 32. Human Rights

- 32.1 **RWE** explicitly refers to the attached RWE Human Rights Supplier Contract Appendix which applies within the **RWE Group** and can be consulted under <https://www.rwe.com/en/products-and-services/supplier-portal/general-conditions>. **RWE** expects the **Contractor** to, and the **Contractor** agrees thereto, explicitly accept and comply with the principles and all obligations contained therein at all times and, in particular, to commit itself to support and implement the principles on human rights, labour relations and environmental protection as stipulated therein in its own business area and towards its own supply chain.
- 32.2 In order to further assess and determine the risk for human rights, labour relations and environmental protection associated with the supply chain, **RWE** may submit, on a frequent or ad hoc basis, and the **Contractor** will reply to in due course, a questionnaire regarding typical risk areas and preventive and remedial actions required within the business area of the **Contractor**.
- 32.3 The **Contractor** is further obliged to inform **RWE** immediately of any incident, violation of or significantly increased risk to violate any human rights principle affecting **RWE** in its supply chain with the **Contractor**.
- 32.4 **RWE** shall be entitled to carry out audits to determine whether the **Contractor** or any sub-supplier has lived up to its obligations under the RWE Human Rights Supplier Contract Appendix by requesting information, documentary evidence or by conducting on-site inspections, as laid out in the RWE Human Rights Supplier Contract Appendix in more detail.
- 32.5 If the **Contractor** evidently fails to fulfil any of the principles and refuses to implement the necessary preventive or remedial measures according to the RWE Human Rights Supplier Contract Appendix, **RWE** reserves, in addition to other remedies which may be available, the right to extraordinary terminate the **contract** with the **Contractor**.
- 32.6 In case **RWE** is held legally liable for a violation of

applicable legal requirements on supply chain sourcing obligations (including, as applicable, the Lieferkettensorgfaltspflichtengesetz (LkSG)) which is attributable to wilful or negligent misconduct of the **Contractor**, in particular by not observing the obligations arising under the RWE Human Rights Supplier Contract Appendix, **RWE** will pass on any fine imposed on it as damage claim under this **contract**.

## 33. Responsibilities as an Employer

- 33.1 The **Contractor** complies and procures that its **staff** comply with all **applicable law** relating to labor or employment law, including discrimination, equality, minimum wage, employee health, safety and welfare and the **Contractor** will allow to all the **Contractor's staff** all their rights at law.
- 33.2 The **Contractor** warrants to **RWE** that all its **staff** performing the **Contractor's** obligations under the **contract** have all necessary rights to work and/or work permits.
- 33.3 Without prejudice to the general obligations mentioned above or otherwise to comply with **applicable law** including data protection, in relation to the **Contractor's staff**, the **Contractor** warrants that it:
- (a) has effective procedures to verify the age of employees at the time they are recruited;
  - (b) keeps adequate age documents of employees, such as ID copies and personnel records;
  - (c) complies with local legal requirements in relation to the minimum age of employees;
  - (d) employs employees under the age of 18 only on non-hazardous or daytime work;
  - (e) allows employees to leave the place of work after working hours;
  - (f) treats all employees in a humane manner, including not subjecting a worker to physical or verbal abuse;
  - (g) treats all employees in an acceptable manner in relation to their personal documents, including not requiring employees to lodge deposits or original documents such as ID papers and training certificates;
  - (h) treats all employees in an appropriate manner over access to and from the place of work; and
  - (i) ensures that all employment is voluntary.
- 33.4 The **Contractor** at all times during the **term** properly enforces such policies and procedures and carries out periodic monitoring of its compliance with such policies and procedures on an annual or more frequent basis.
- 33.5 In the event that the **Contractor** engages any third party **staff** in relation to any activity connected with this **contract** (including, without limitation, where the **Contractor** sub-contracts to any third party), the **Contractor** ensures that provisions equivalent to this **condition** are included within the **contract** or terms of engagement under which the **Contractor** appoints that third party to carry out the relevant activity connected with this **contract**.

## 34. Code of Conduct and Employer Responsibility Infringements

- 34.1 If the **Contractor** becomes aware of or has reason to believe that it or any of its **staff** have breached or have potentially breached any of the **Contractor's** responsibilities referred to at conditions 26 (*Information Security and Critical Infrastructure*), 29 (*Code of Conduct*), and/or 33 (*Responsibilities as an Employer*) then the **Contractor** notifies **RWE** of the breach or potential breach and take steps to rectify the breach or potential breach.
- 34.2 **RWE** uses appropriate means to establish the



validity of such breach or potential breach including pursuant to condition 37 (*Audit*) and if validated, without prejudice to any rights or obligations under this **contract**, RWE may:

- (a) issue the **Contractor** with a warning to provide as soon as reasonably practicable a detailed action plan to address the potential breach or where necessary to remediate the actual breach and which, if appropriate, is implemented immediately; and/or
- (b) suspend this **contract** until the potential breach is addressed or where necessary the actual breach is remedied.

34.3 Where the **Contractor** is given adequate opportunity to address the potential breach or to remedy the actual breach and the **Contractor** has in either case, in RWE's opinion failed to do so, the **Contractor** is in material breach of this **contract** and RWE may terminate this **contract** for **Contractor default**.

34.4 The **Contractor** indemnifies RWE and RWE group against all **loss** incurred or suffered by RWE and/or RWE group as a result of a breach of the **Contractor's** responsibilities in condition 29 (*Code of Conduct*) and 33 (*Responsibilities as an Employer*) or any breach of related **applicable law**.

### 35. Warranty and Representation

35.1 The **Contractor** warrants and represents that:

- (a) it has legal capacity to enter into this **contract** and ability to provide the **goods /services**;
- (b) the entering into and/or fulfilment of this **contract** does not breach or contravene any **applicable law** or contractual requirements or obligations that apply to the **Contractor**.
- (c) it has and will maintain all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the **contract** and in respect of the **goods/services**.

### 36. Records

36.1 The **Contractor** will, during the **term** maintain such records relating to the **goods/services** as may be necessary to trace the supply chain and to demonstrate compliance with its obligations under this **contract**, including correct invoicing, information security, obligations of confidentiality and data protection and keep them for as long as **applicable law** requires).

### 37. Audit

37.1 RWE and/or RWE's auditors may access the **Contractor's** premises and any premises of the **Contractor's staff** during normal working hours upon giving reasonable notice as appropriate in the circumstances and audit and/or inspect all matters (including all records) at the **Contractor's** premises and/or at those of the **Contractor's staff** relating to the supply of the **goods/services** to RWE and the **Contractor's** compliance with the **Contractor's** obligations in this **contract** including the **Contractor's** operations, facilities, working conditions, procedures and systems. The **Contractor** provides appropriately qualified **staff** to support such audits.

### 38. Assignment

38.1 The **Contractor** will not assign, novate or otherwise transfer any of the **Contractor's** rights and/or obligations under the **contract** without RWE's prior **written** consent.

38.2 RWE may assign or sub-license any of RWE's rights under this **contract** within RWE group without the **Contractor's** prior consent.

### 39. Subcontracting

39.1 The **Contractor** will not subcontract any of its obligations under the **contract** or change **subcontractors** without RWE's prior **written** consent or to the extent set out in an **order**.

39.2 Any appointment of a subcontractor does not affect the **Contractor's** obligations and liabilities.

39.3 The **Contractor** is primarily liable for any act or omission of **the Contractor's staff**.

39.4 Where the **Contractor** subcontracts any of its obligations under this **contract**, the **Contractor** must ensure that terms and conditions as these **GTC** are included in the **contract** between **Contractor** and its subcontractors.

### 40. Entire Agreement

40.1 This **contract** constitutes the whole agreement between **Contractor** and RWE and supersedes all previous arrangements or agreements between **Contractor** and RWE relating to the subject matter of this **contract**.

40.2 **Contractor** and RWE respectively acknowledge that, in entering into this **contract**, neither **Contractor** nor RWE have relied on and neither **Contractor** nor RWE have any right or remedy in respect of any statement, representation, assurance or warranty other than as expressly set out in this **contract**.

### 41. Waiver

41.1 No failure or delay by **Contractor** or RWE to exercise any right or remedy provided under this **contract** or by law constitutes a waiver of that or any other right or remedy, nor does it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy precludes or restricts the further exercise of that or any other right or remedy.

41.2 No act or omission of either **Contractor** or RWE is or is deemed to be a waiver or release of a right or remedy unless expressly notified in **writing**.

### 42. Severance

42.1 If any court or competent authority finds that any **condition** (or part of any **condition**) of these **GTC** is invalid, illegal or unenforceable, that **condition** or part-**condition**, to the extent required, is deemed to be severable and the validity and enforceability of the other **conditions** in these **GTC** is not affected.

42.2 If any invalid, unenforceable or illegal provision of these **GTC** would be valid, enforceable and legal if some part of it were amended, the **Contractor** and RWE shall seek to agree the minimum modification necessary to make it legal, valid and enforceable and align with the original commercial intent of the **condition**. If no agreement is reached, RWE may terminate the **contract** with no liability.

### 43. Notices

43.1 Any notice to be given under this **contract** shall be in **writing** and in each case shall be delivered personally or sent by recorded delivery to the postal addresses set out in the **order** or notified to **Contractor**. The **Contractor** or RWE may, on notice, change such addresses.

43.2 A notice is served at the time of delivery if delivered personally or 5 business days after posting in the case of a postal address in Denmark and 10 business days after posting for any other address.

### 44. Electronic Signature

44.1 **Contractor** and RWE agree that electronic signature to the **contract** or changes to it by authorized representatives in accordance with the **contract** is



as conclusive of **Contractor's** and **RWE's** respective intentions to be bound by the **contract** as if signed by hand.

#### **45. Language**

45.1 The language of this **contract** is English and all notices, documents, correspondence and any other information exchanged between the **Contractor** and **RWE** in relation to it is in English unless agreed otherwise by **RWE** in **writing**.

45.2 The **Contractor** and **RWE** agree that these **GTC** are written in English as a language of convenience only and the English language does not affect the application and/or interpretation of these **GTC** under Danish law. There is no recourse to English or any other law.

#### **46. Escalation**

46.1 If a dispute arises out of or in connection with the **contract**, the **Contractor** and **RWE** shall notify each other and seek to resolve the dispute through negotiations between the **Contractor's** and **RWE's** respective representatives who have the authority to settle it.

#### **47. Governing Law and Jurisdiction**

47.1 Danish law applies exclusively to this **contract** and the **Contractor** and **RWE** respectively each agree to irrevocably submit to the exclusive jurisdiction of the courts in Copenhagen as regards any dispute, claim or matter arising under or relating to this **contract** (including its subject matter, formation and any non-contractual disputes and claims).

Application of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (Vienna Sales Convention, Treaty Series 1981, 184 and 1988, 61) and private international law regarding the choice of law, are excluded.