

RWE General Terms and Conditions for Purchase of Goods and Services (UK) – 05/2023

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 either by expressly giving **RWE** a notice of acceptance in writing (including returning a signed **order**) or impliedly by fulfilling the **order** (in whole or part) in each case within 14 calendar days of the date of the **order (accept, acceptance)**.
- 1.3 On and with effect from **acceptance (start date)**, a contract is made between the **Contractor** and **RWE** 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 acknowledgement from the **Contractor** or correspondence relating to an **order** and any of the **Contractor's** quotes, proposals, **order acceptance** or terms and conditions set out in any of them or any other deviation from **RWE's GTC** are expressly excluded from this **contract**.
- 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 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** and any subordinate legislation (as defined in section 21(1), Interpretation Act 1978) made under it.
- (c) Writing (**writing**) means messages sent or received via post with a manuscript signature, a SAP order signed with electronic signature or a simple SAP order without electronic signature.
- 2.2 A reference to applicable law means all 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. Contractor Obligations

- 5.1 The **Contractor** :
- (a) supplies the quantities of **goods** and provides

the **services** set out on the **order**.

- (b) carries out all relevant risk assessments;
- (c) ensures safe organization and implementation of the supply of the **goods/services**; and
- (d) supervises the supply of the **goods/services**, in each case in a competent, lawful, business-like manner and at all times acting in accordance with the **applicable law** and good industry practice.

- 5.2 The **Contractor** complies with:

- (a) **RWE's** procurement policy (including sustainability) and other relevant policies (including health and safety and security) that **RWE** gives the **Contractor** access to or provides to the **Contractor**;
- (b) **RWE's** reasonable directions; and
- (c) local procedures and processes that **RWE** gives the **Contractor** access to or provides to the **Contractor** if the **Contractor** accesses **RWE's** property.

- 5.3 The **Contractor delivers** such goods as are necessary for the proper provision of the **services** and provides such services as are necessary for the proper supply of the **goods**.

6. Delivery

- 6.1 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 licences required for any part of the **goods** or the **Contractor's** equipment delivered duty paid (as defined in the Incoterms 2020).
- 6.2 **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.
- 6.3 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**.
- 6.4 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**.
- 6.5 When the **Contractor** unloads **goods** to **deliver** them, it shall ensure that good manual handling practice is observed at all times, all lifting and unloading equipment is in a good and serviceable condition and that the **staff** of the **Contractor** are trained in the use of the **Contractor's** lifting and unloading equipment.
- 6.6 The **Contractor** complies with any relevant safety policy and procedures and **RWE's** reasonable instructions.
- 6.7 If any of **RWE's** personnel assist the **Contractor** to unload they are doing so under the **Contractor's** control.

7. Delivery Date

- 7.1 Without prejudice to **RWE's** rights, if the **Contractor** considers that it cannot **deliver** 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.

8. Instalment Delivery

- 8.1 The **Contractor** may not **deliver** the

goods/services in instalments unless stated in the **order** or unless **RWE** otherwise agrees in **writing** in advance.

- 8.2 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.

9. Standards/Quality of Goods/ Services

- 9.1 The **Contractor delivers** good marketable title free from encumbrances on all **goods/services delivered** by the **Contractor**.

- 9.2 The **goods/services** :

- (a) comply with all relevant **applicable law**,
- (b) adhere to the technical, functional and performance specifications, descriptions or quality standards set out in the **order** or any other document supplied to the **Contractor** by **RWE**;
- (c) are of satisfactory quality, fit for the purpose generally ascribed to such **goods/services** and also for the purpose specified by **RWE** and free from any defects;
- (d) are provided with all due skill and care;
- (e) do 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**.

- 9.3 The **goods** are:

- (a) **delivered** in the quantity as set out in the **order**;
- (b) of sound material and workmanship;
- (c) new and free from any lien, charge or other encumbrance;
- (d) 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)

- 9.4 The **Contractor** passes on the benefit of all manufacturers' and any other relevant third party warranties or guarantees to **RWE** in relation to the **goods/services**.

10. Labelling, Advice Notes and Packaging of Goods

- 10.1 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.

- 10.2 The **Contractor** properly labels the **goods** and supply 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.

- 10.2 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.

- 10.3 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.

- 10.4 **RWE** does not need to return to the **Contractor** any packaging materials used in the transportation or **delivery** or supply of **goods/services**.

- 10.5 The **Contractor** removes and disposes of any waste in compliance with relevant **applicable law**.

11. Inspection and Testing

- 11.1 The **Contractor** allows **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 **applicable law**. **RWE** may also include testing and inspection requirements in its **order**.

- 11.2 Where **RWE** tests or inspects or attends the **Contractor's** tests or inspections, the **Contractor** co-operates with **RWE** and gives **RWE** access to all relevant places, documents and any other information. If a fault is found, **RWE** may recover any of its costs from the **Contractor** to re-inspect and/or re-test. If, to resolve a dispute or otherwise, **RWE** arranges 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** attends or arranges is not an admission or an acceptance by **RWE** that the **goods/services** comply with this **contract**.

12. Title and Risk

- 12.1 Title to **goods** passes to **RWE** on the earlier of payment or **delivery** to the **delivery place**.

- 12.2 Where title in the **goods** passes to **RWE** and where the **goods** have not yet been **delivered** to **RWE**, the **Contractor** :

- (a) keeps the **goods** separate from any similar **goods** owned by the **Contractor** or any third party;
- (b) properly stores, protects and identifies the **goods** as **RWE's** property; and
- (c) **delivers** up the **goods** to **RWE** on request and if the **Contractor** does not, **RWE** may enter any of the **Contractor's** premises or those of the **Contractor's** suppliers or of any other third party where **RWE** reasonably considers that the **goods** are stored and repossess them.

- 12.3 Whether or not title has passed, on **delivery**, **RWE** may install or otherwise use the **goods** in the ordinary course of **RWE's** business.

- 12.4 Risk in the **goods** only passes to **RWE** on safe and complete **delivery** to the **delivery place**.

- 12.5 Where, in the provision of the **services** such as dismantling or repairing, materials (including asset components) are created or identified and the removal of them is not part of the **services** then title in them remains with **RWE** and risk in them remains with the **Contractor**. Unless the **contract** states otherwise, the **Contractor** brings these to **RWE's** attention, makes them available for **RWE's** use and keeps them safe and tidy until **RWE** removes them or asks the **Contractor** to remove them.

13. Price, Invoicing and Payment

- 13.1 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)**.

- 13.2 The **fee** is exclusive of value added tax (**VAT**) but is inclusive of all other matters including freight, insurance and other **delivery** 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**.

- 13.3 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**.

- 13.4 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.
- 13.5 The **Contractor** sends its invoices in the format and to the address as required by **RWE** in the **order**.
- 13.6 **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.
- 13.7 If payment is not made on undisputed amounts when due, the **Contractor** may charge interest at 3% per annum above the base rate of HSBC Bank plc accruing daily and compounded monthly on all unpaid and undisputed amounts. The **Contractor** agrees such interest is a substantial remedy for late payment of any amount payable for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 13.8 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.
- 13.9 **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.
- 13.10 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**.

14. Change and Variation

- 14.1 **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**.
- 14.2 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, the **Contractor** and **RWE** shall seek to agree the change including any change in the **fee**, the **delivery date** or the **delivery place**.
- 14.3 If the **Contractor** and **RWE** are unable to agree any change and **RWE** instructs the **Contractor** in **writing** to implement it, the **Contractor** may recover any direct loss, costs and expenses incurred in implementing the change subject to the production on request of documentary evidence of such direct loss, cost and expenses and subject always to a cap of no more than a sum equivalent to 50% of the **fee** that would have been payable had there been no change unless **RWE** agrees otherwise.
- 14.4 If the **Contractor** and **RWE** are unable to agree a change and **RWE** does not instruct the **Contractor** in **writing** to implement it, then either:
- RWE** does not proceed with the change; or
 - the **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.
- 14.5 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 the **Contractor** and **RWE**.

15. Guarantee

- 15.1 The **Contractor** guarantees that **goods/services** are and will 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**).
- 15.2 Where any **goods/services** are repaired or replaced, the **guarantee period** commences again on **delivery** of any repaired or replaced **goods/services**.

16. Default and Remedy

- 16.1 If the **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 the **Contractor** is liable for the **loss** suffered by **RWE** as a result of that **default**.
- 16.2 Where **RWE** is able to, without it causing **RWE** additional **loss**, **RWE** notifies the **Contractor** of the **default** and asks the **Contractor** to repair or rectify it if **RWE** thinks the **default** is capable of remedy.
- 16.3 **RWE** may, without prejudice to any other rights and remedies in this **contract** or at law on written notice to the **Contractor** with **RWE's** reasons:
- suspend **delivery of goods/services** for any period reasonable in the circumstances;
 - ask the **Contractor**, at **RWE's** discretion, to replace/rectify the **default** within a reasonable timescale required by **RWE** where possible; and/or
 - if **RWE** does not think the **Contractor** will be able to replace/rectify the **default** or if the **Contractor** has tried to do so and failed, **RWE** may itself replace/rectify the **default** or ask another person to do so; or
 - if **RWE** does not consider that it is possible or appropriate for the **Contractor** to replace/rectify the **default** or if **RWE** asks the **Contractor** to do so and the **Contractor** fails, reject the **goods/services** (in whole or part) and/or rescind or terminate the **contract** (in whole or part); or
 - accept** the **default** in consideration for a reduced **fee** appropriate to take account of the nature and extent of the **default**.
- 16.4 The **Contractor** pays to **RWE** the value of:
- the **goods/services** paid by **RWE** for any cancelled/rejected **goods/services** or if **RWE** terminates or rescinds the **contract**; plus
 - any direct cost incurred by **RWE** in relation to the **default** including any additional cost to **RWE** to replace or rectify the **Contractor's** delay or failure; plus
 - any payments due and payable by **RWE** to third parties because **RWE** relied on the **Contractor** to comply with the **Contractor's** obligations under this **contract**.
- 16.5 Where **RWE** gives the **Contractor** notice that the **Contractor** is in **default**, **RWE** may, at its 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 the **Contractor** may already have **delivered**, whether they are in **default** or not, in the usual course of **RWE's** business until the **Contractor** replaces and/or rectifies the **default**.
- 16.6 Where the **Contractor's default** causes **loss** to any third party, then the **Contractor** indemnifies **RWE** for any **loss** incurred by or awarded against **RWE** by such third party and no maximum liability

cap applies to this indemnity.

- 16.7 Where the **default** relates to the **Contractor's** 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** the **Contractor** shall pay to **RWE** by way of liquidated damages and without affecting other rights and obligations 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**).

17. Insurance

- 17.1 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 with a UK branch and of the nature and extent as would reasonably be expected taking into account the nature and extent of the **Contractor's** 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 five million pounds GB sterling (£5,000,000) for any one occurrence;
- (c) such other insurances as **applicable law** requires.

- 17.2 Deductibles applying under any insurance are for the **Contractor's** account where such deductibles relate to **loss** for which the **Contractor** is responsible under the **contract**.

- 17.3 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**.

18. Exclusions and Limits of Liability

- 18.1 Neither the **Contractor** nor **RWE** excludes or limits liability for:

- (a) fraud, willful default or deceit;
- (b) fraudulent or negligent misrepresentation;
- (c) death or personal injury caused by negligence;
- (d) breach of section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
- (e) any other liability that cannot be excluded or limited by **applicable law**.

- 18.2 Neither the **Contractor** nor **RWE** is liable by reason of any **default** for any indirect or consequential loss or damage in contract, tort (including negligence) 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.

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

- 18.4 Each cap on liability excludes:

- (a) any debt or 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.

- 18.5 The **Contractor** and **RWE** each has an obligation to take such steps as it is reasonably practicable to do so to mitigate any **loss**, costs or expense which the **Contractor** or **RWE** may suffer or incur as a result of a **default** and nothing in this **condition** limits or excludes this obligation.

19. Force Majeure

- 19.1 Neither the **Contractor** nor **RWE** is liable for any event beyond their respective reasonable control which was not reasonably foreseeable as of the **start date** and which directly causes the **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 the **Contractor's** or **RWE's** act, omission or negligence.

- 19.2 An **event of force majeure** is not:

- (a) a strike by or lockout or other industrial dispute or trade dispute involving any of the **Contractor's staff**;
- (b) non-supply of **goods** or equipment by any of the **Contractor's staff** to the **Contractor**; or
- (c) the **Contractor's** failure to hire suitably qualified **staff**; or
- (d) mechanical or electrical breakdown or failure of any of the **Contractor's** or the **Contractor's staff's** equipment, machinery or plant; or
- (e) insolvency or similar financial difficulties.

- 19.3 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**.

- 19.4 Any other pandemic is an **event of force majeure**.

- 19.5 If either the **Contractor** or **RWE** is affected by an **event of force majeure**, the **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**.

- 19.6 If:
- (a) 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.
- 19.7 Unless terminated under **condition** 19.6, 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**.

20. Termination

- 20.1 **RWE** may terminate this **contract** at will at any time by giving to the **Contractor** written notice.
- 20.2 Either the **Contractor** or **RWE** may terminate the **contract** immediately by notice if:
- (a) the other is in material breach of any of its obligations under the **contract** and the breach is not capable of remedy; or
 - (b) the other 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); or
 - (c) the other becomes insolvent, bankrupt, is in liquidation, administration or receivership, makes an arrangement with its creditors, is unable to pay its debts or suffers possession or sale by an encumbrancer of any of its assets or is subject to orders or events leading to any of the foregoing or suffers any analogous event; or
 - (d) ceases or threatens to cease to trade or ceases to comply or threatens to cease to comply with its obligations under this **contract** in each case for thirty (30) consecutive days; or
 - (e) demonstrably commits an unlawful restraint of competition or any other breach of anti-trust or anti-competitive **applicable law**; or
 - (f) otherwise a right to terminate accrues pursuant to any **condition** of this **contract** or at law.
- 20.3 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**.
- 20.4 Any rights to terminate under this **contract** are without prejudice to any other rights the **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).
- 20.5 Where the **Contractor** is 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** 16

(*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.

21. Consequences of Termination

- 21.1 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.
- 21.2 On termination or expiry the **Contractor**:
- (a) immediately **delivers** to **RWE** any **goods/services** that **RWE** has paid for;
 - (b) discontinues the provision of further **goods/services**; and
 - (c) to the extent permitted by law, promptly deletes, destroys or returns to **RWE** any and all of **RWE's** or **RWE group's confidential information**, personal data and/or property including **IPR** and any data stored on the Contractor's infrastructure then in the **Contractor's** or the **Contractor's staff's** possession or control and on request, certifies any such deletion, destruction or return.
- 21.3 If the **Contractor** fails to do so, then **RWE** may without limiting **RWE's** other rights or remedies enter the **Contractor's** premises or other place where they are and take possession of them. Until they are returned, the **Contractor** is solely responsible for their safe keeping and will not use them.
- 21.4 On any termination or expiry and subject to **condition** 21.5, **RWE** pays 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.
- 21.5 On any early termination **RWE** has no liability to the **Contractor** to pay 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** terminates at will or if the **Contractor** terminates because **RWE** is in material breach or is insolvent then **RWE** pays the **Contractor** for any cost or expense the **Contractor** is already contractually committed to and directly incurred by the **Contractor** on the reasonable expectation that the **contract** does not terminate prior to the expiry of its **term** provided that the **Contractor** provides 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% of the **fees** for the balance of the **term** and which would have been due and payable had the **contract** not terminated early.
- 21.6 Where **RWE** terminates for the **Contractor's default**, **RWE** may recover from the **Contractor**, to the extent not already recovered, the sums set out at **condition** 16 (*Default and Remedy*).

22. Contractor Staff

- 22.1 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**).
- 22.2 The **Contractor** makes appropriate PAYE deductions for tax and national insurance contributions from the remuneration which the

- Contractor** pays to its **staff** that it employs.
- 22.3 The **Contractor** ensures that:
- (a) it supplies its **staff** with all vehicles and necessary safety and other tools and equipment that they need to **deliver** the **goods/services**;
 - (b) 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;
 - (c) 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**;
 - (d) it 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
 - (e) it puts in place suitable precautions to prevent damage to property or injury to person.
- 22.4 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 or vetting requirements which are 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, records and checks from the Disclosure and Barring Service, FCA compliance and driving licences. The **Contractor** keeps records of such checks and shows the records to **RWE** if **RWE** asks to see them. The **Contractor** does not (without **RWE's** prior **written** consent) use any **staff** to supply the **goods/services** whom, to the **Contractor's** knowledge, having made all reasonable enquiries in accordance with **condition** 22.4 has been convicted of any crime involving violence or threat of violence, theft or other dishonest conduct, drugs or controlled substances, computer-related crimes or similar crimes which create an increased risk to persons or property.
- 22.5 The **Contractor** provides any information reasonably and lawfully requested by **RWE** in relation to the **Contractor's staff** who **deliver** the **services** within 10 business days of such request being made.
- 22.6 The **Contractor** ensures that its **staff**:
- (a) comply with **RWE's** local security arrangements including the right to search and drugs and/or alcohol testing; and
 - (b) carry out their duties so as to cause minimum disruption to **RWE's** business operations.
- 22.7 **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.
- 22.8 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**.
- 22.9 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for **Contractor default**.
- ## 23. RWE Materials Ownership
- 23.1 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.
- 23.2 The **Contractor** :
- (a) keeps **RWE materials** separate from the **Contractor's** property and property of others;
 - (b) properly stores and protects them and identifies **RWE materials** as **RWE's** property; and
 - (c) delivers up **RWE materials** to **RWE** on request and if the **Contractor** does not, **RWE** may enter any of the **Contractor's** premises or those of the **Contractor's** suppliers or of any other third party where **RWE** reasonably considers that **RWE materials** are stored and repossess them.
- 23.3 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.
- ## 24. Intellectual Property Rights
- 24.1 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**.
- 24.2 The **Contractor** hereby grants to **RWE** a perpetual, transferable, irrevocable, non-exclusive, royalty free, worldwide licence 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**.
- 24.3 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**.
- 24.4 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.
- 24.5 Where any software is created or developed for **RWE**, **RWE** owns and the **Contractor** supplies to **RWE** the source code for software created or developed.
- 24.6 Any rights granted by **RWE** to the **Contractor** or the **Contractor's staff** to use **RWE's IPR** cease on expiry or earlier termination of the **term**.
- 24.7 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.
- 24.8 The **Contractor** and **RWE** 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.
- 24.9 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.
- 24.10 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.
- 24.11 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 16 (Default and Remedy)**; or
 - (c) pay to **RWE** all sums as set out at **condition 16 (Default and Remedy)** as if the **goods/services** were defective.
- 24.12 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for **Contractor default**.

25. Confidentiality

- 25.1 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 **RWE's** 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.
- 25.2 The **Contractor** keeps **RWE materials** and **confidential information** safely and will maintain and apply appropriate technical and organisational measures, processes and procedures to safeguard against any unauthorised 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.

- 25.3 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.
- 25.4 The **Contractor** returns **materials** and **confidential information** or any of them promptly to **RWE** (and all copies) at **RWE's** request.
- 25.5 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).
- 25.6 The **Contractor** defends and 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**.
- 25.7 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for the **Contractor's default**.
- 25.8 The obligations in this **condition** apply for a period of three (3) years after as well as during the **term**.

26. Data Protection

- 26.1 Each of the **Contractor** and **RWE** acknowledges that the **Contractor** or **RWE**, in their respective capacities of data controller, may disclose to each other personal data which is limited in scope to contact details of their respective **staff** or their group **staff** who will be managing the performance of this **contract**. The personal data so shared is to be used only for the purpose of satisfying the **Contractor's** or **RWE's** respective obligations and receiving their respective benefits under this **contract** and only during the **term** or to continue to receive the benefit of rights and enforce remedies that extend beyond the **term**.
- 26.2 Each of the **Contractor** and **RWE** complies with and procures compliance with obligations imposed on data controllers contained within UK data protection **applicable law** in force from time to time, including publishing and complying with their respective privacy notices.
- 26.3 Neither the **Contractor** nor **RWE** processes personal data on behalf of the other party nor appoints a third party processor to process such personal data.
- 26.4 Neither the **Contractor** nor **RWE** exports personal data outside of the UK or outside of the EEA.
- 26.5 The **Contractor** warrants that it has in place and maintains and applies appropriate technical and

organisational measures, processes and procedures to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of personal data.

26.6 On termination or expiry of the **contract**, the **Contractor** securely returns to **RWE** all personal data shared with the **Contractor** and in the **Contractor's** possession or control.

26.7 The **Contractor** indemnifies and keeps **RWE** and **RWE group** fully indemnified immediately on demand against any **loss** (including loss of profits, reputation and goodwill), directly or indirectly suffered or incurred by **RWE** and/or **RWE group** as a result of a breach of this **condition** or any other breach of the UK data protection **applicable law** in force from time to time by the **Contractor** or the **Contractor's staff**.

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

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

27. Information Security and Critical Infrastructure

27.1 **RWE** may ask the **Contractor** (and the **Contractor** may already have done so) from time to time to complete a self-declaration form relating to information security and critical infrastructure protection (such as the RWE Prequalification Information Security IT/OT (PIO) or the RWE Data Protection Questionnaire (DPQ) and/or where relevant the Data Protection Agreement (DPA)). The **Contractor** warrants 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**.

27.2 The **Contractor** does not access and does not permit anyone to access **RWE's** computing systems without **RWE's** express written authorisation.

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

27.4 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.

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

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

27.7 The **Contractor** immediately notifies **RWE** of any actual or threatened security incidents or security breaches that may affect **RWE's** systems in any way or lead to unauthorised access to **RWE's** systems.

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

28. Business Continuity

28.1 The **Contractor** has in place and reviews regularly a suitable business continuity plan in relation to general day-to-day service disruptions and disaster recovery affecting either the **Contractor's**, **RWE's** or **RWE group's** business relevant to this **contract**. The **Contractor**, on request, shares its business continuity plan with **RWE** and takes account of any comments **RWE** may have on it relating to the **Contractor's** obligations under this **contract**.

28.2 In the event of a business interruption or disaster,

the **Contractor** implements its business continuity and/or disaster recovery plan and keeps **RWE** informed of its implementation.

29. Disrepute

29.1 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.

30. Marketing and Advertising

30.1 The **Contractor** may not, without **RWE's** prior written consent use:

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

30.2 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.

31. Code of Conduct

31.1 **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/>.

31.2 **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**.

32. Human Rights

32.1 **RWE** expects the **Contractor** to commit to support and implement (and expects the **Contractor** to procure that its **staff** support and implement) the principles on human rights, labour relations, environmental protection and combating of corruption which are established within the framework of the United Nations Global Compact Initiative (www.unglobalcompact.org).

32.2 **RWE** and **RWE group** are committed to its corporate policy on human rights and applies the Human Rights Supplier Contract Appendix to all contracts entered into by **RWE** and Affiliates <https://www.rwe.com/en/products-and-services/supplier-portal/general-conditions> (**Human Rights Appendix**).

32.3 **RWE** expects the **Contractor** to and the **Contractor** agrees to:

(a) accept and comply with the principles and all obligations contained in the Human Rights Appendix and, in particular, to commit itself to support and implement the principles on human rights, labour relations and environmental protection in its own business and towards its own supply chain; and
(b) operate and maintain throughout the **term** suitable policies and procedures to comply with and prevent the infringement of the fundamental principles and rights and obligations referred to in condition 32.1 and 32.2 by the **Contractor** or any of its **Staff**.

32.4 In order to assess and determine the risk for human rights, labour relations and environmental protection associated with the supply chain, **RWE** may from time to time submit and the **Contractor** promptly replies to any **RWE** questionnaire regarding typical risk areas and preventive and remedial actions required within the business area of the **Contractor**.

32.5 The **Contractor** warrants that each of the statements set out in its responses to any such

questionnaire are true and accurate and that the **Contractor** operates consistently with the Human Rights Appendix.

32.6 The **Contractor** further acknowledges that **RWE** is induced and enters into this **contract** in reliance upon these statements.

32.7 The **Contractor** promptly informs **RWE** of any incident, violation of or increased risk of potential violation of any human rights principle in its supply chain and **RWE** expressly reserves its rights to apply **conditions 38.1(c) (Records)** and **40 (Audit)** to assess the **Contractor's** compliance with this **condition** and the **Human Rights Appendix**.

33. Responsibilities as an employer

33.1 The **Contractor** complies and procures that its **staff** comply with all **applicable law** relating to labour or employment law, including laws relating to discrimination, equality, minimum wage, employee health, safety and welfare and allows to all **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** are eligible to work in the UK and hold all necessary work permits.

33.3 Without prejudice to the general obligations in conditions 33.1 and/or 33.2 or otherwise to comply with **applicable law** in relation to the **Contractor's staff**, the **Contractor** warrants that it:

- (a) has effective procedures to verify the age of **staff** 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 **staff**;
- (d) employs **staff** under the age of 18 only on non-hazardous or daytime work;
- (e) allows **staff** to leave the place of work after working hours;
- (f) treats all **staff** in a humane manner, including not subjecting a worker to physical or verbal abuse;
- (g) treats all **staff** in an acceptable manner in relation to their personal documents, including not requiring **staff** to lodge deposits or original documents such as ID papers and training certificates;
- (h) treats all **staff** in an appropriate manner over access to and from the place of work;
- (i) ensures that all employment is voluntary; and
- (j) procures compliance with the Working Time Regulations 1998.

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 that third party is appointed.

34. Modern Slavery

34.1 The **Contractor** complies with:

- (a) all **applicable laws** and regulations relating to anti-slavery and human trafficking including but not limited to Modern Slavery Act 2015; and
- (b) the RWE Anti-slavery and human trafficking policy:
<https://www.rwe.com/en/policy-statements>.

34.2 The **Contractor** warrants, represents and undertakes that neither the **Contractor** nor any

of the **Contractor's staff** has:

- (a) committed an offence under the Modern Slavery Act 2015;
- (b) been notified that it is subject to an investigation relating to an alleged offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged offence or prosecution under the Modern Slavery Act 2015.

34.3 The **Contractor** notifies **RWE** immediately in writing if it becomes aware or has reason to believe that it or any of its **Staff** have breached or potentially breached any modern slavery associated obligations under this **contract**, such notice to set out full details of the circumstances concerning the breach or potential breach of **Contractor** obligations

35. Code of Conduct and Employer Responsibility Infringements

35.1 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 **condition 31 (Code of Conduct)**, **32 (Human Rights)**, **33 (Responsibilities as an Employer)** and/or **34 (Modern Slavery)**, then the **Contractor** notifies **RWE** of the breach or potential breach and takes steps to rectify the breach or potential breach.

35.2 **RWE** may use appropriate means to establish the validity of such breach or potential breach including pursuant to **condition 40 (Audit)** and if validated, without prejudice to any rights or obligations under this **contract**, **RWE** may:

- issue a warning to the **Contractor** 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
- suspend this **contract** until the potential breach is addressed or where necessary the actual breach is remedied.

35.3 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**.

35.4 The **Contractor** indemnifies **RWE** and **RWE group** against all:

- (a) **loss** incurred or suffered by **RWE** and/or **RWE group** as a result of a breach of the **Contractor's** responsibilities in condition 31 (**Code of Conduct**), 32 (**Human Rights**), 33 (**Responsibilities as an Employer**) and/or 34 (**Modern Slavery**) or any breach of related **applicable law**; and
- (b) **loss** (including any fine or other penalty imposed and reasonable costs incurred in defending any claim) in the event either **RWE** or **RWE group** is held liable for any breach of the Lieferkettensorgfaltspflichtengesetz (**LkSG**) which is attributable to wilful or negligent misconduct of the **Contractor** or by not complying with the **Human Rights Appendix**.

36. Combating Corruption

36.1 The **Contractor** undertakes to not, directly or indirectly in relation to any person: give or receive,

offer or ask for any payment or benefit that constitutes undue financial or other advantage of any kind.

- 36.2 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**.
- 36.3 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**.
- 36.4 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for **Contractor default**.

37. Sanctions

- 37.1 Sanctions means any economic or financial sanctions or trade embargoes implemented, administered, or enforced by the European Union, its member states, the United Kingdom, the United Nations Security Council or the United States of America, unless they or compliance with them constitutes a violation of any applicable blocking law (**sanctions**).
- 37.2 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 of the **Contractor's** directors or officers 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, the Crimea region and the so-called Donetsk and Luhansk People's Republics).
- 37.3 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.
- 37.4 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.
- 37.5 The **Contractor** does not act or omit to act so as to result in **RWE** violating any applicable **sanctions** or export control regulations.
- 37.6 The **Contractor** immediately informs **RWE** in **writing** if the **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**.
- 37.7 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**.
- 37.8 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for **Contractor default**.

38. Warranty and Representation

- 38.1 The **Contractor** warrants and represents that:
- (a) it has legal capacity to enter into this

contract and ability to **deliver** 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 licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the **contract** and in respect of the **goods/services**.

39. Records

- 39.1 The **Contractor** during the **term** maintains 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.

40. Audit

- 40.1 **RWE** and/or **RWE's** auditors may access the **Contractor's** premises and any premises of the **Contractor's staff** or supply chain 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 its 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.

41. Assignment

- 41.1 The **Contractor** does not assign, novate or otherwise transfer any of the **Contractor's** rights and/or obligations under the **contract** without **RWE's** prior **written** consent.
- 41.2 **RWE** may assign or sub-license any of **RWE's** rights under this **contract** within **RWE group** without the **Contractor's** prior consent.

42. Subcontracting

- 42.1 The **Contractor** does 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**.
- 42.2 Any appointment of a subcontractor does not affect the **Contractor's** obligations and liabilities.
- 42.3 The **Contractor** is primarily liable for any act or omission of the **Contractor's subcontractors** or **staff**.

43. Entire Agreement

- 43.1 This **contract** constitutes the whole agreement between the **Contractor** and **RWE** and supersedes all previous arrangements or agreements between the **Contractor** and **RWE** relating to the subject matter of this **contract**.
- 43.2 Neither the **Contractor** nor **RWE** has relied on and neither the **Contractor** nor **RWE** has any right or remedy in respect of any statement, representation, assurance or warranty other than as expressly set out in this **contract**.

44. Cumulative Remedies

- 44.1 The rights, powers and remedies conferred on the **Contractor** or **RWE** by this **contract** and the remedies available to the **Contractor** or **RWE** are cumulative and are additional to any right, power

or remedy which the **Contractor** or **RWE** may have under **applicable law** unless otherwise stated in the **contract**.

45. Waiver

45.1 No failure or delay by the **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.

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

46. Severance

46.1 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.

46.2 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.

47. No partnership

47.1 Nothing in these **GTC** and no action taken pursuant to them constitutes or is deemed to constitute a relationship between the **Contractor** and **RWE** of partnership, association, joint venture or other co-operative entity.

48. Costs and Expenses

48.1 **The Contractor** and **RWE** each bear their own respective costs and expenses incurred in the preparation, execution and implementation of the **contract**.

49. Third Party Rights

49.1 To the extent to which any **goods/services** provided pursuant to this **contract** are for the benefit of a company in **RWE group**, that company may enforce the **contract** subject to and in accordance with its terms and the provisions of the Contracts (Rights of Third Parties) Act 1999.

49.2 Any **loss** that is suffered by any of **RWE group** companies as a result of a breach of the **contract** or any tort or statutory duty in relation to it is recoverable by **RWE** as a **loss** and is not and is not deemed to be an indirect or consequential loss merely because the **loss** is suffered by **RWE group**.

49.3 Save for the foregoing, a person who is not a party to this **contract** may not enforce this **contract** under the Contract (Rights of Third Parties) Act 1999.

50. TUPE

50.1 The **Contractor** acknowledges and agrees that the supply of **goods/services** are expected to constitute activities carried out in connection with single specific events or to be tasks of short term duration and without a dedicated work force and as such their commencement or cessation do not constitute relevant transfers pursuant to the legislation known as TUPE.

51. Adequacy of Damages

51.1 The **Contractor** acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this **contract**. Accordingly, **RWE** may invoke the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this **contract**.

52. Notices

52.1 Any notice given under this **contract** is in **writing** and in each case is delivered personally or sent by recorded delivery to the postal addresses set out in the **order** or otherwise notified

52.2 A notice is served at the time of delivery if delivered personally or 3 business days after posting in the case of a postal address in the United Kingdom and 5 business days after posting for any other address.

53. Electronic Signature

53.1 The **Contractor** and **RWE** agree that electronic signature to the **contract** or changes to it by authorised representatives in accordance with the **contract** is as conclusive of the **Contractor's** and **RWE's** respective intentions to be bound by the **contract** or amendments to it as if signed by hand.

54. Language

54.1 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**.

55. Counterparts

55.1 The **order** may be executed in any number of counterparts, each of which when executed constitutes a duplicate original. All the counterparts, together with these **GTC** constitute one **contract**.

55.2 No counterpart is effective until each of the **Contractor** and **RWE** executes and delivers at least one counterpart.

56. Escalation

56.1 If a dispute arises out of or in connection with the **contract**, the **Contractor** and **RWE** 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.

57. Governing Law and Jurisdiction

57.1 English and Welsh law applies exclusively to this **contract** and the **Contractor** and **RWE** respectively each agree to irrevocably submit to the exclusive jurisdiction of the English and Welsh courts 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).