

This document provides a draft pro-forma adoption agreement template that will be used for the adoption of contestably constructed assets by NIE Networks.

For each project, NIE Networks will produce a bespoke adoption agreement with the relevant ICP and customer details relating to that project. This will be issued to the customer and ICP.

This pro-forma provides detail on the content of the adoption agreement only.

NIE Networks Undertakes the Final Connection

Version 2

[TEMPLATE] TRIPARTITE ES ADOPTION AGREEMENT - DISTRIBUTION

NIE NETWORKS JOB REFERENCE NUMBER: **XX/XXXXX**

This Agreement is made the _____ day of _____ 20XX (the **Adoption Agreement**)

BETWEEN

- (1) **Northern Ireland Electricity Networks Limited** a company registered in Northern Ireland with company number NI26041 and whose registered office is at 120 Malone Road, Belfast, BT9 5HT (**NIE Networks**);
- (2) **[Insert name to whom Terms Letter has been issued] [if a company add:** “a company registered in [XXXX] with company number [XXXX] and whose registered office is at [XXXXXX] **[if a person add:** “of [insert address]” (**Customer**); and
- (3) **[Insert ICP company name]**, a company registered in [XXXXXX] with company number [XXXXXX] and whose registered office is at [XXXXXX] (**ICP**).

each a Party and together the Parties (and together, the Customer and ICP shall be known as the **Customer Counterparties**).

WHEREAS

- (A) On **[insert date Terms Letter issued]**, NIE Networks issued a Terms Letter which was accepted by the Customer on **[insert date]**. The Terms Letter governs (amongst other things) the performance of the Contestable Works and the delivery of the Contestable Assets by the Customer Counterparties, and obliges NIE Networks to perform certain Non-Contestable Works. Around the date of the Terms Letter, the Customer engaged the ICP to perform the Contestable Works and deliver the Contestable Assets required as the Customer has opted for NIE Networks to undertake only the Non-Contestable Works .
- (B) The **pParties** now wish to enter into this Adoption Agreement to facilitate the Adoption by NIE Networks of the Contestable Assets and to set out the obligations on the Customer, ICP and NIE Networks in respect of such Adoption.

NOW IT IS AGREED AS FOLLOWS:

1. The terms and conditions set out at Appendix 1 (and, for the avoidance of doubt, the Schedules to such terms and conditions set out at Appendix 1) shall apply to this Adoption Agreement.
2. The Customer Counterparties shall carry out and complete the Contestable Works and perform all other obligations in accordance with this Adoption Agreement.
3. In this Adoption Agreement, except where a different interpretation is necessary in the context, the words and expressions set out in this Adoption Agreement shall have the meanings set out Schedule 1 to the terms and conditions set out at Appendix 1 or Schedule 1 of the Contestable Connection Terms and Conditions, as applicable.
- 3.4. Each Party may evidence their execution of this Adoption Agreement by means of an electronic signature (whatever form the electronic signature takes) and that method of signature is as conclusive of the Party's intentions to be bound by this Agreement as if signed by manuscript signature.

This Adoption Agreement has been entered into on the date stated at the beginning of it.

Signed by a duly authorised person for and on behalf of **Northern Ireland Electricity Networks Limited** in the presence of:

~~Witness Signature:-~~

~~Witness Name :-~~

~~Witness Address:-~~

.....
Authorised Signatory

Name :-

Position Held:-

Signed by [**Insert Name of Customer**] in the presence of :

~~Witness Signature :-~~

~~Witness Name :-~~

~~Witness Address :-~~

.....
[**Insert Name of Customer**]

Signed by a duly authorised person for and on behalf of [**Insert Name of ICP**] in the presence of :

~~Witness Signature :-~~

~~Witness Name :-~~

~~Witness Address :-~~

.....
ICP Authorised Signatory

Name :

Position Held : Director

APPENDIX 1

ADOPTION TERMS AND CONDITIONS

1 Incorporation of Terms

1.1 The Parties agree that:

- (a) the provisions of clauses 1, 3 to 6, 9, and 12 to 21 of the General Terms for Connection Works (save for any obligations relating solely to payment of the Connection Charge) ; and
- (b) the provisions of clauses 1 to 5, 7 to 10, 11.2 to 11.7, 13, 14 and 18 of the Contestable Connection Terms and Conditions ;

shall be incorporated into this Adoption Agreement mutatis mutandis and the Customer Counterparties agree to be bound by such clauses as if they were reproduced in this Adoption Agreement in full. For the avoidance of doubt, any reference to 'Customer' shall, unless specific reference is made to the ICP, be read as 'Customer Counterparties' for the purpose of their incorporation into this Adoption Agreement.

1.2 The Customer Counterparties acknowledge and agree that all of their liability under this Adoption Agreement (including without limitation for the purposes of clause 14 of the Contestable Connection Terms and Conditions as incorporated into this Adoption Agreement above) is joint and several.

1.3 The Customer Counterparties warrant and represent that at the time of Adoption:

- (a) they are the legal owners (either individually or jointly) of the Contestable Assets (or Section of the Contestable Assets, where applicable); and
- (b) they (either individually or jointly) have full authority to transfer the ownership of such Contestable Assets (or Section of the Contestable Assets, where applicable); and
- (c) the Contestable Assets (or Section of the Contestable Assets, where applicable) are/is not subject to any encumbrance of any kind.

2 Conditions Precedent for Adoption

2.1 Subject to clause 2.2, Adoption of the Contestable Assets (or Section of the Contestable Assets, where applicable) shall only take place when all of the following conditions precedent to Adoption have been met:

- (a) to the extent they have performed any aspect of the Contestable Works, the Customer Counterparties and/or their sub-contractors are Accredited (and were Accredited at the time of such performance);
- (b) the Contestable Assets (or Section of Contestable Assets, where applicable) are/is free from Major Defects and have been designed and installed in accordance with the Contestable Connection Terms and Conditions and this Adoption Agreement, using materials and workmanship in accordance with the same;
- (c) the Customer Counterparties have performed all their obligations under the Contestable Connection Terms and Conditions and this Adoption Agreement in accordance with their terms;

- (d) title of land (for substations) is vested with NIE Networks and full title guarantee is provided to NIE Networks over the Contestable Assets (or Section of Contestable Assets, where applicable);
- (e) the Customer Counterparties have transferred to NIE Networks all documentation relating to the Contestable Assets (or Section of Contestable Assets, where applicable), including without limitation Construction Clearance Certificates, as built drawings and health and safety documentation, together with such Intellectual Property Rights as are required to use and reproduce such documentation and Contestable Assets (or Section of Contestable Assets, where applicable);
- (f) the Customer Counterparties have obtained (and have transferred to NIE Networks where required) all necessary legal consents (including without limitation Property Rights, Statutory Consents, planning permission, Street Works Licences and Article 40 Consent) and manufacturers' warranties required for and/or applicable to the Contestable Works and/or Contestable Assets (or Section of Contestable Assets, where applicable) in accordance with those NIE Networks policies and procedures published on the ICP Portal;
- (g) that there are no breaches of the consents referred to in clause 2.1(f), nor are there any legal proceedings or other dispute resolution methods pending or threatened in relation to the Contestable Works and/or the Contestable Assets (or Section of Contestable Assets, where applicable);
- (h) that there are no outstanding conditions to be complied with in any consent pertaining to the Contestable Works referred to in clause 2.1(f), including without limitation a grant of planning permission, other than:
 - (i) where a waiver has been granted by NIE Networks in accordance with clause 2.2; or
 - (ii) as set out in the Minor Defects List in accordance with clause 2.2;
- (i) that any Property Right obtained by the Customer Counterparties in respect of the Contestable Works and/or Contestable Assets is in accordance with documentation (including without limitation template forms of agreement) approved by NIE Networks;
- (j) the Customer Counterparties have paid all monies due to NIE Networks (including without limitation, in the case of the Customer, any revised Connection Charge under the Terms Letter);
- (k) the Contestable Assets (or Section of Contestable Assets, where applicable) have/has been successfully Energised; and
- (l) NIE Networks has countersigned a Completion Certificate in the form set out in Schedule 2.

2.2 Where the Customer Counterparties have used all reasonable endeavours to satisfy the conditions of clause 2.1 but such conditions cannot be satisfied (including without limitation where Minor Defects exist, and/or the consents set out in clause 2.1(g) cannot be satisfied or transferred) NIE Networks may, in its sole discretion, waive the requirements of clause 2.1 to the extent it sees fit by written notice to the Customer Counterparties (which, in the case of

Minor Defects, shall be in the form of an addendum to the Completion Certificate (**Minor Defects List**)), provided that:

- (a) such requirements are satisfied as soon as possible following Adoption and in any event prior to any longstop date notified to the Customer Counterparties by NIE Networks (which, in the case of Minor Defects, shall be the date falling 3 months from the date of Adoption unless otherwise agreed in writing (**Minor Defects Longstop Date**)); and
- (b) the Customer Counterparties compensate NIE Networks for all costs, losses and liabilities (including fees and disbursements) it incurs as a result of the waiver provided to the Customer Counterparties in accordance with this clause 2.2, including without limitation all costs incurred by NIE Networks in remedying any Minor Defect following a failure of the Customer Counterparties to do so by the Minor Defects Longstop Date.

3 Adoption Process

- 3.1 ~~The ICP is responsible for performing the Pre-Commissioning Tests on~~ Where the Contestable Assets (or Section of Contestable Assets, where applicable), ~~are/is required to undergo Pre-Commissioning Testing, t~~The Customer Counterparties shall give such notice as is required by NIE Networks, stating the time and date when they intend to perform such Pre-Commissioning Tests . Where NIE Networks, acting reasonably, requests that the Pre-Commissioning Tests are performed at a time and date other than that notified ~~by~~ the Customer Counterparties, the Customer Counterparties shall amend the time and date on which the Pre-Commissioning Tests are performed accordingly. The Customer Counterparties shall grant NIE Networks such access as NIE Networks requires for the purpose of witnessing such Pre-Commissioning Tests and carrying out any Pre-Commissioning Tests or Commissioning Tests of its own that NIE Networks deems necessary in its sole discretion.
- 3.2 When the Customer Counterparties are satisfied that the Contestable Assets (or Section of the Contestable Assets, where applicable) have/has been completed in accordance with this Adoption Agreement and the Contestable Connection Terms and Conditions and have passed those Pre-Commissioning Tests and, where applicable, Commissioning Tests, required by NIE Networks, they shall issue the required Construction Clearance Certificates to NIE Networks.
- 3.3 The Customer Counterparties shall comply with any request from NIE Networks to meet with the Customer Counterparties to discuss and or verify the items/information required by NIE Networks prior to Energisation and/or Adoption.
- 3.4 The Parties may, by written agreement, determine that the Contestable Works and/or Contestable Assets should be completed by the Customer Counterparties and Adopted by NIE Networks in Sections. Where this is the case, the terms of and procedure set out in this clause 3 shall apply to each Section on an individual basis.
- 3.5 Provided that the provisions of this Adoption Agreement are complied with and any Pre-Commissioning Tests required prior to Energisation have been successfully carried out, NIE Networks shall Energise the Contestable Assets (or Section of the Contestable Assets, where applicable) and shall perform Commissioning Tests as required. The Customer Counterparties acknowledge and agree that the date requested for Energisation as notified by the Customer Counterparties to NIE Networks is for information purposes only and NIE Networks shall, in its sole discretion, determine the date upon which the Contestable Assets are Energised.
- 3.6 Where any Major Defect is identified in the Contestable Assets (or Section of the Contestable Assets, where applicable) during Energisation or during Commissioning Tests, NIE Networks shall:

- (a) where reasonably practicable, disconnect the Contestable Assets (or Section) and notify the Customer Counterparties of the same. Following receipt of such notice the Customer Counterparties shall carry out all remedial work required to remedy such Major Defect at the Customer Counterparties' cost and at all times in accordance with all procedures and instructions issued by NIE Networks, ~~including without limitation the NIE Networks Safety Rules~~
- (b) where disconnection is not reasonably practicable, de-Energise the Connection (or Section) and notify the Customer Counterparties of the same. Having issued such notice NIE Networks shall carry out all remedial work required to remedy such Major Defect at the Customer Counterparties' cost.

3.7 When the Customer Counterparties require the Contestable Assets to be considered for Adoption they shall execute a Completion Certificate in the form set out in Schedule 2 and shall append:

- (a) all relevant test and conformance certificates;
- (b) evidence of the rectification of any Major Defects identified prior to the issuance of the Completion Certificate (if applicable);
- (c) evidence of all the items required under clause 2 (including a Minor Defects addendum) where applicable;

to such Completion Certificate, and for the avoidance of doubt, any information that is required to be provided to NIE Networks under clause 3.7 above may be provided to NIE Networks electronically.

3.8 For the avoidance of doubt, any list of Minor Defects issued in accordance with clauses 2.2 and 3.7 must be approved by NIE Networks, and NIE Networks shall be under no obligation to Adopt the Contestable Assets (or Section of Contestable Assets, where applicable) where such approval is not granted. Where the Parties cannot agree the list of Minor Defects, the Parties shall attempt to resolve such dispute in accordance with clause 18 of the Contestable Connection Terms and Conditions.

3.9 Where the Contestable Assets (or Section of the Contestable Assets, where applicable) are/is Energised successfully, and NIE Networks is satisfied that the Customer Counterparties have complied with the terms of the Contestable Connection Terms and Conditions and this Adoption Agreement, NIE Networks shall countersign and date the Completion Certificate and provide a copy to the Customer Counterparties. The date of the Completion Certificate shall be deemed to be the **Adoption Date** of those Contestable Assets (or that Section of the Contestable Assets, where applicable)) to which the Completion Certificate relates.

3.10 For the avoidance of doubt, following Adoption the Customer Counterparties shall treat the Adopted Contestable Assets (or Adopted Section of the Contestable Assets, where applicable) in all respects as the property of NIE Networks and from that time as forming part of NIE Networks' Distribution System and comply with all procedures and instructions issued by NIE Networks, including without limitation the NIE Networks Safety Rules.

4 Major Defects Correction

4.1 The Customer Counterparties shall compensate NIE Networks for all costs, losses and liabilities (including fees and disbursements) incurred by NIE Networks in remedying Major Defects relating to, or associated with, the Adopted Contestable Assets during the Major

Defects Correction Period (**Major Defect Correction Works**), which, for the avoidance of doubt, includes without limitation any Major Defects in the original design (including any design assumptions) and installation, unless such Major Defects are entirely the result of neglect or default by NIE Networks.

4.2 The Parties acknowledge that Major Defect Correction Works may only be performed by NIE Networks, save that NIE Networks may elect to require the Customer Counterparties to carry out Major Defect Correction Works after Adoption by providing the Customer Counterparties with written notification of the Major Defect, the timeframe in which the Major Defect must be rectified, and any other relevant information. Where the Customer Counterparties:

- (a) fail to respond to NIE Networks' notification set out in this clause 4.2; or
- (b) do not remedy the Major Defect; or
- (c) otherwise fail to perform the Major Defect Correction Works in whole or in part,

NIE Networks shall undertake and/or complete the Major Defect Correction Works and the Customer Counterparties shall compensate NIE Networks for all costs, losses and liabilities (including fees and disbursements) incurred in the performance of such Major Defect Correction Works.

4.3 The Parties agree that the Major Defects Correction Period in respect of the Adopted Contestable Assets affected by such Major Defect shall re-start from the date of re- Energisation after completion of the Major Defect Correction Works by NIE Networks or the Customer Counterparties (as the case may be).

5 Liability

5.1 Notwithstanding clause 14.4 of the Contestable Connection Terms and Conditions, and without prejudice to other Direct Losses sustained by either Party, the heads of loss set out in clauses 2.2(b) and 4 of these Adoption Terms and Conditions shall be considered to be Direct Losses to which the provisions of clause 14.4 of the Contestable Connection Terms and Conditions shall not apply.

6 Termination of this Adoption Agreement

6.1 NIE Networks may terminate this Adoption Agreement by written notice to the Customer Counterparties in the event that:

- (a) the Terms Letter is terminated by either the Customer or NIE Networks;
- (b) one or both of the Customer Counterparties are in material breach of this Adoption Agreement and such breach is irreparable or, where such breach is remediable, the Customer Counterparties have failed to remedy the same within 20 Working Days after having been served a written notice requiring it to be remedied;
- (c) an Insolvency Event occurs in respect of one or both of the Customer Counterparties; or
- (d) no physical work forming part of the Contestable Works has been undertaken in any three month period following commencement of the Contestable Works, save where NIE Networks has agreed to the inclusion of such a period in the Pre-Construction Programme or Construction Programme.

6.2 The Customer may terminate this Adoption Agreement by written notice to NIE Networks in the event that:

(a) NIE Networks is in material breach of this Adoption Agreement and has failed to remedy the same within 20 Working Days after having been served a written notice requiring it to be remedied; or

(b) an Insolvency Event occurs in respect of NIE Networks.

6.3 The Parties acknowledge and agree that a material breach of this Adoption Agreement and/or an Insolvency Event occurring in respect of this Adoption Agreement shall automatically be deemed to be a material breach of the Terms Letter and/or an Insolvency Event occurring in respect of such Terms Letter and vice versa.

7 Survival on Termination

7.1 Termination of this Adoption Agreement shall not affect any rights or obligations which may have accrued prior to and including the date of such termination and shall not affect any rights and obligations of the Parties hereunder which are expressed to survive, or by their nature should survive, termination of this Adoption Agreement, including without limitation clauses 1, 4 and 5.

7.2 Those clauses of the Terms Letter that are deemed to survive termination under clause 11 of the General Terms for Connection Works shall be deemed to survive termination of this Adoption Agreement.

8 Assignment

8.1 The Customer may assign, novate or otherwise transfer this Adoption Agreement where the Terms Letter is assigned, novated or otherwise transferred in accordance with clause 20 of the General Terms for Connection Works.

8.2 The ICP shall not be permitted to assign, novate or otherwise transfer this Adoption Agreement without the express written consent of NIE Networks.

8.3 This Adoption Agreement shall be binding on, and enure to the benefit of, the Parties to this Adoption Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

Definitions and Interpretation

Adoption means the transfer by the Customer Counterparties to NIE Networks of the property in and responsibility for the Contestable Assets, or of a Section of the Contestable Assets (as applicable), with full title guarantee and in accordance with the terms of the Contestable Connection Terms and Conditions and this Adoption Agreement (and **Adopt**, **Adopted** and cognate expressions shall be construed accordingly)

Adoption Date has the meaning given to it in clause 3.9 of the Adoption Terms and Conditions

Adoption Terms and Conditions means the terms and conditions set out in Appendix 1 of this Adoption Agreement

Article 40 Consent means an application for consent for the installation and keeping installed of an overhead electric line under article 40 of the Order

Completion Certificate is the document completed by the Customer Counterparties and NIE Networks facilitating the Adoption of the Contestable Assets (or Section of the Contestable Assets, where applicable) as set out in Schedule 2

Construction Clearance Certificates means the certificates to be provided by the Customer to NIE Networks evidencing, amongst other things, the completion of the Contestable Works

Contestable Connection Terms and Conditions means the terms and conditions of that name issued by NIE Networks where the Customer or an ICP is to undertake the Contestable Works

Final Adoption Date means:

- (a) where the Contestable Works are Adopted as a whole, the Adoption Date or
- (b) where the Contestable Works are Adopted as Sections, the date on which the last Section is Adopted

General Terms for Connection Works means the terms and conditions of that name issued by NIE Networks with regard to the Connection Works

ICP Portal means that part of the NIE Networks website on which NIE Networks has published its requirements, policies and procedures with which the Customer Counterparties must comply when carrying out the Contestable Works

Major Defects Correction Period means the period of 36 months commencing on the Final Adoption Date of the Contestable Assets

Major Defect Correction Works has the meaning given to it in clause 4.1 of the Adoption Terms and Conditions

Minor Defects means minor issues identified in relation to the Contestable Assets which, in the opinion of NIE Networks:

- (a) do not affect the fitness for the purpose for which the Contestable Assets are intended; and
- (b) do not prevent Adoption of the Contestable Assets by NIE Networks

Minor Defects List has the meaning given to it in clause 2.2 of the Adoption Terms and Conditions

Minor Defects Longstop Date shall have the meaning given to it in clause 2.2(a) of the Adoption Terms and Conditions

NIE Networks has the meaning given to it on the first page of this Adoption Agreement

NIE Networks Safety Rules means the safety procedures notified to the Customer Counterparties by NIE Networks

Schedule 2

Completion Certificate – Only to be signed by the Customer Counterparties when they require the Contestable Assets to be considered for Adoption

1 Project Details

- 1.1 Site: [Insert Address]
- (a) Job Reference Number : [XXXXXXXX]
- 1.2 ICP: [Insert Name and Address of ICP stated in the Adoption Agreement]
- 1.3 Customer: [Insert Name and Address of Customer stated in the Adoption Agreement]
- 1.4 Company: **Northern Ireland Electricity Networks Limited**
- 1.5 Description of Contestable Assets (or Section of Contestable Assets, where applicable) to be Adopted: [Insert Description]

2 Customer Counterparties' Certification

- 2.1 Pursuant to clause 3.2 of the Adoption Agreement between (1) NIE Networks and (2) the Customer Counterparties (as that term is defined therein) the Customer Counterparties hereby warrant and represent that:
- (a) the Contestable Assets described above are complete;
- (b) the Contestable Assets (or Section of Contestable Assets, where applicable) have passed the Pre-Commissioning Tests;
- (c) all persons at the Site have been informed that the Contestable Assets (or Section of Contestable Assets, where applicable) covered by this Completion Certificate are to be Energised and all such persons have withdrawn;
- (d) no further work will be done on the Contestable Assets (or Section of Contestable Assets, where applicable) after the date on which this Completion Certificate is signed by NIE Networks unless the person in charge of such work is given written authorisation by NIE Networks and the Customer Counterparties hereby confirm that all staff, labour and engineering resources in the Customer Counterparties' charge have been duly warned of the above;
- (e) the following conditions precedent for Adoption have been satisfied;
- (i) to the extent they have performed any aspect of the Contestable Works, the Customer Counterparties and/or their sub-contractors are Accredited (and were Accredited at the time of such performance);
- (ii) the Contestable Assets (or Section of Contestable Assets, where applicable) are/is free from Major Defects and have been designed and installed in accordance with the Contestable Connection Terms and Conditions and the Adoption Agreement, using materials and workmanship in accordance with the same;
- (iii) the Customer Counterparties have performed all their obligations under the Contestable Connection Terms and Conditions and the Adoption Agreement in accordance with their terms, including without limitation the successful

performance of those Pre-Commissioning Tests required by NIE Networks;

- (iv) title of land (for substations) is vested with NIE Networks and full title guarantee is provided to NIE Networks over the Contestable Assets (or Section of Contestable Assets, where applicable);
- (v) the Customer Counterparties have transferred to NIE Networks all documentation relating to the Contestable Assets (or Section of Contestable Assets, where applicable), including without limitation Construction Clearance Certificates, as built drawings and health and safety documentation, together with such Intellectual Property Rights as are required to use and reproduce such documentation and Contestable Assets (or Section of Contestable Assets, where applicable);
- (vi) the Customer Counterparties have obtained (and have transferred to NIE Networks where required) all necessary legal consents (including without limitation Property Rights, Statutory Consents, planning permission, Street Works Licences and Article 40 Consent) and manufacturers' warranties required for and/or applicable to the Contestable Works and/or Contestable Assets (or Section of Contestable Assets, where applicable) in accordance with the Contestable Connections Policy;
- (vii) there are no breaches of the consents referred to in paragraph 2.1(e)(vi), nor are there any legal proceedings or other dispute resolution methods pending or threatened in relation to the Contestable Works and/or the Contestable Assets (or Section of Contestable Assets, where applicable);
- (viii) that there are no outstanding conditions to be complied with in any consent pertaining to the Contestable Works referred to in paragraph 2.1(e)(vi), including without limitation a grant of planning permission, other than:
 - (A) where a waiver has been granted by NIE Networks in accordance with the Adoption Agreement; or
 - (B) as set out in the Minor Defects List;
- (ix) that any Property Right obtained by the Customer Counterparties in respect of the Contestable Works and/or Contestable Assets is in accordance with documentation (including without limitation template forms of agreement) approved by NIE Networks; and
- (x) the Customer Counterparties have paid all monies due to NIE Networks (including without limitation, in the case of the Customer, any revised Connection Charge under the Terms Letter).

2.2 The Customer Counterparties confirm that they have provided all evidence required in clause 3.7 of the Adoption Agreement to NIE Networks as an appendix to this Completion Certificate and/or electronically.

2.3 Where NIE Networks has granted the Customer Counterparties a waiver in accordance with clause 2.2 of the Adoption Agreement, the Customer Counterparties have:

- (a) appended a copy of such waiver to this Completion Certificate; and/or
- (b) the Minor Defects List addendum to this Completion Certificate has been agreed by NIE Networks.

3 Company's Acknowledgement

- 3.1 NIE Networks hereby acknowledges the Customer Counterparties' certification in accordance with paragraph 2 of this Completion Certificate.
- 3.2 Upon NIE Networks' countersignature of this Completion Certificate below, NIE Networks agrees to Adopt the Contestable Assets (or Section of the Contestable Assets, where applicable) referred to therein and an absolute unencumbered title to the Contestable Assets (or Section of the Contestable Assets, where applicable) and all materials therein, shall automatically transfer to NIE Networks.
- 3.3 NIE Networks hereby confirms that it has completed its Commissioning Tests and that the Contestable Works are Energised.
- 3.4 In accordance with clause 4 of the Adoption Terms and Conditions, the Customer Counterparties shall compensate NIE Networks for all costs, losses and liabilities (including fees and disbursements) incurred by NIE Networks in performing Major Defects Correction Works. Major Defect Correction Works may only be performed by NIE Networks, save that NIE Networks may elect to require the Customer Counterparties to carry out Major Defect Correction Works after Adoption by providing the Customer Counterparties with written notification of the same.

To be signed below by the Customer Counterparties below when they require the Contestable Assets to be considered for Adoption and can provide the certification required by paragraph 2 above.

Signed by [**Insert Name of Customer**]:
[**Insert Name of Customer**]

Signed by a duly authorised person for and on behalf of : [**Insert Name of ICP**]
ICP Authorised Signatory

Name:
Position Held:

To be signed by NIE Networks below when it can provide the acknowledgement required by paragraph 3 above.

Signed by a duly authorised person for and on behalf of Northern Ireland Electricity Networks Limited :
Authorised Signatory

Name:
Position Held:

.....
Date:

Addendum to Completion Certificate

Minor Defects

The Customer Counterparties shall remedy the following Minor Defects by the Minor Defects Longstop Date:

[If Minor Defects are agreed NIE Networks will provide an Addendum confirming the list of Minor Defects to the Customer Counterparties]