

(Status May 2018)

§ 1 General Information - Scope of Application

- (1) These General Terms and Conditions shall apply to any current and future purchases that will be made by the customer from *Deutsche Windtechnik Steuerung GmbH & Co. KG* (hereafter referred to as "we" or "us"). Other general terms and conditions issued by the customer that deviate, conflict or are regarded as supplementary – albeit acknowledged – shall not become part of the contract unless their applicability is confirmed in writing.
- (2) These General Terms and Conditions shall only apply to business dealings with entrepreneurs, in accordance with Section 310 (1) BGB (German Civil Code).
- (3) Should any regulations which are part of these General Terms and Conditions become invalid in whole or in part, the rest of these terms and conditions shall fully remain in effect.

§ 2 Formation of a Contract

- (1) The order placed by the customer is considered a binding proposal. We can accept the order, either by sending out an order confirmation, which will serve as a binding declaration of acceptance, or by shipping the ordered goods.
- (2) Unless stated otherwise in the proposal, a proposal can be accepted in writing or electronically (via email or fax) during the period of 4 (four) weeks. After that term expires, the proposal shall no longer be valid.

§ 3 Prices and Terms of Payment

- (1) Unless our order confirmation states otherwise, the quoted prices represent net amounts, ex works, plus shipping charges. We will assume the packaging costs.
- (2) Our prices do not include the legal value-added-tax; this legal amount shall be disclosed on the invoicing date in the invoice on a separate line.
- (3) Unless the order confirmation states otherwise, the purchase price will be due in full, net of any reductions, within 14 (fourteen) days of the invoice date. The ramifications with regard to defaults shall be subject to legal regulations.
- (4) The customer undertakes to review any invoice issued by us for accuracy, within the period specified in par. 3. Any objections raised regarding the invoice following that period will not be considered.
- (5) The customer may only offset undisputed or legally recognized claims.
- (6) Excessive costs arising from the circumstances beyond our control or control of the companies contracted by us shall be borne by the customer.

§ 4 Transfer of Risk

Unless stated otherwise in the order confirmation, the delivery is negotiated as "ex works".

§ 5 Term of Delivery

- (1) The observance of the stipulated delivery deadlines is conditional on the timely receiving all pertinent documents, and also, on complying with the terms of payment, along with other obligations to be performed by the customer. If those conditions are not satisfactorily met, the deadlines shall be extended accordingly; this shall not apply when the delay occurs on our account.
- (2) If the delivery is past due based on force majeure; for instance, strikes, lockouts, or regulatory actions, then, the term of delivery will be extended accordingly.
- (3) If the customer culpably delays the acceptance, or if he culpably violates other duties to cooperate, then, we reserve the right to claim the compensation for the damages occurred, including any compensation for additional expenses that were incurred. Any further claims or rights remain unaffected.
- (4) In the case of a delayed delivery, as stated by the law, we can only be made liable for cases of malice or gross negligence; we shall assume responsibility for any infringements caused by our representatives or vicarious agents. In cases of slight negligence, our liability is limited to the foreseeable damages related to the contract. Apart from the cases stated in clause 1, our liability for damages arising from the belated delivery shall be limited to a total of 5 % in addition to the performance (Sec. 280 BGB), and to a total of 10 % of the value for the belated delivery for the damages in lieu of performance (Sections 281 of BGB, et. seq.) and/or an additional compensation for wasted expenditures (Sec. 284 BGB); further claims by the customer are excluded – even after the deadline set to perform has expired. The aforementioned limitations shall not apply in cases of causing harm to life, body, or health.
- (5) If the delivery of the contractual good cannot be feasibly performed in whole or in part, then, with regard to the liability toward the customer, the above paragraph in these General Terms and Conditions shall apply mutatis mutandis.

§ 6 Retention of Title

- (1) We reserve the right to retain the title of the goods until the negotiated amount of the order has been settled in full. If the customer acts as to violate the contract, particularly with regard to the defaulting of payment, we reserve the right to retract the goods. Our retracting of goods implies the rescission from the contract. After the retraction of the goods, we shall reserve the right for their liquidation, with the emerging liquidation recovery value being offset against the liabilities of the customer, less sufficient liquidation costs.
- (2) The customer is not allowed to either sell or give in pawn or collateralize the goods, parts or materials, which were delivered to him as part of the performance delivery before acquiring the title to ownership. The customer shall notify us without delay of any executory actions, seizures, or any other decrees that are imposed on him by third parties.
- (3) The application for insolvency proceedings shall give us the right us to withdraw from the contract and to claim immediately the restitution of goods.

§ 7 Replacement Parts

- (1) The components offered and marked with the word "*Austausch*" [*Replacement*] are considered a replacement deal. A completely overhauled component shall only be offered to the customer in exchange for another defective component of the same type and identical design.
- (2) Any defective components must be sent back immediately, but no later than 4 (four) weeks.
- (3) If the customer fails to send defective components back within the specified period, then, we will reserve the right to charge the customer with additional costs in addition to the purchase price of a new component.

§ 8 Warranty

- (1) To claims defects, the customer shall satisfy the obligation arising from the duty for inspection and objection, which are in accordance with Sec. 377 of HGB.
- (2) In cases of just complaints, we reserve the right to provide cure at our discretion, either by eliminating the defect or by delivering a new item free of defects.
- (3) If the cure fails, then, the customer will have the right to elect between canceling the contract or price reduction.
- (4) The warranty covers the functionality of the assembly group; it does not cover the effects of usual wear and tear or damages, which, after the risk was transferred, resulted from the ill-treatment, excessive stress, application of unsuitable operating equipment, or which arose based on special external influences not being assumed under the contract. The warranty will not cover any consequences of inappropriate modifications or repairs which were carried out by the customer or third parties.
- (5) Minor deviations from the negotiated specifications or insignificant limitations in serviceability do not constitute a defect in the delivered item.
- (6) The period of limitations for defects or damage claims is 24 (twenty-four) months, starting from the date the risk was transferred.

§ 9 Liability

- (1) Unless the customer claims for damages we caused based on malice and gross negligence, we shall be liable in accordance with the statutory provisions. Our liability in cases of slight negligence is limited to the foreseeable damages related to the contract.
- (2) The liability with respect to culpable violation of life, body or health remains unaffected; this also applies to the mandatory liability arising from the Product Liability Act.
- (3) Unless specified otherwise in the above, the liability will be excluded.

§ 10 Data protection and confidentiality

- (1) Within the scope of our cooperation we may have access to personal data provided by you. Upon placement of the order, you declare your consent that we may use the personal data provided by you for the fulfillment of your contract or the performance of pre-contractual measures as follows:
 - Dispatching offers, order confirmations, invoices, and adjusted invoices in print or electronic format is permissible
 - Dispatching information concerning all topics necessary for the ongoing business process by postal mail, telephone, or email
 - Data of employees involved in the business process may be contacted for these purposes and archived until withdrawal
 - Personal data may be forwarded to third parties insofar as required by the contractual relationship (Art. 6 (1) Clause 1 lit. B GDPR).

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- (2) We will use personal data exclusively for the contractually specified purpose.
- (3) We are obligated to take the measures for processing security and for reaching a level of data protection appropriate to the risk and to verify this to the customer upon request as specified by Art. 32 GDPR. We shall support the customer upon the customer's first request in the fulfillment of data subject rights pursuant to Art. 12 through 23 GDPR as well as the obligations pursuant to Art. 32 through 36 GDPR.
- (4) We declare our consent that the customer, by appointment, itself or through third parties commissioned by it, is generally authorized to monitor compliance with the data protection and data security regulations.
- (5) We are obligated to maintain confidentiality in the contractual processing of the customer's personal data.
- (6) We assure that all persons involved in the processing of personal data are obligated to maintain confidentiality and protect privacy during the time of their activity and after the termination of the employment in a suitable manner.
- (7) Pursuant to Art. 7 (3) GDPR, the customer is authorized to withdraw consent.
- (8) The customer has a right to object pursuant to Art. 21 GDPR.

§ 11 Final Provisions

- (1) All the mutual legal relationships between the parties are governed by German legislation, under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- (2) The place of jurisdiction is Bremen, Germany.