

**General Purchasing Conditions (AEB)**  
**Deutsche Windtechnik Service GmbH & Co. KG**  
**(Stand: August 2015)**

**§ 1**  
**General Terms and Conditions**

- (1) These purchasing conditions apply exclusively. Deviating, contrary or supplementary general terms and conditions by the supplier only become an integral part of the contract if we have expressly agreed to their validity in writing. This requirement of approval applies in each case, e.g. even if we accept the supplier's deliveries without reservation in knowledge of the general terms and conditions of the supplier.
- (2) Our purchasing conditions only apply towards companies within the meaning of § 310 para. 1 BGB (Civil Code)
- (3) Our purchasing conditions furthermore apply to all future business transactions with the supplier.

**§ 2**  
**Contract Conclusion and Contract Amendments**

- (1) Orders, conclusions and delivery call-offs as well as their amendments and supplements need to be done in writing; in this respect telecommunication media shall suffice. Written correspondence by email is preferable.
- (2) All kinds of verbal agreements – including retrospective amendments and supplements to our purchase conditions – need a written confirmation from us to be effective.
- (3) The supplier is obliged to accept our order within a period of 1 week. We are to be sent an order confirmation for our order immediately by email. Our item numbers as well as our file and order numbers are to be used in all correspondence.

**§ 3**  
**Delivery**

- (1) The delivery period stated in the order is binding. The delivery date is regarded as the arrival date.
- (2) The delivery time may not exceed the period of 12 weeks from order date. Deviations are only permissible with our explicit written consent.
- (3) If the supplier foresees difficulties in view of the production, starting material or similar circumstances that could prevent him from delivering on time or delivering with the agreed quality, the supplier is obliged to immediately inform us of this.
- (4) In the case of a delay in delivery, we are entitled to demand a contractual penalty amounting to 1% of the delivery value per completed week, however not more than 5%. We are entitled to assert a contractual penalty in addition to the fulfilment; we undertake to declare the reservation of contractual penalty to the supplier at the latest within 10 work days, calculated from acceptance of the delayed delivery. We reserve the right to further claims and rights.
- (5) We are entitled to withdraw from the contract in particular in the case of missed deadlines after having set an appropriate period of grace and the course thereof.
- (6) A delivery note is to be attached to the delivery stating the date (issue and shipment), contents of the delivery (item number and quantity) as well as our order identification (date and number). If the delivery note is missing or is incomplete, we shall not be responsible for delays in the processing and payment resulting from this in this case.
- (7) In the case of deliveries ex works/EXW by the supplier, we are entitled to stipulate the type of shipment resp. the executing freight forwarder.

**§ 4**  
**Payment Terms**

- (1) If no special agreement has been reached, the prices are to be understood free house, duty paid (DDP according to incoterms 2010) including packaging. The supplier shall bear the risk of damage to the goods up to the acceptance of the goods by us or by our commissioned agent at the place in which the goods are to be delivered according to the order.
- (2) Providing nothing has been agreed to the contrary, we shall pay the purchase price within 14 days after complete delivery and receipt of invoice with a 3% discount or within 30 days net.
- (3) We are entitled to set-off and retention rights to the extent allowed under the law.

**§ 5**  
**Warranty**

- (1) Providing nothing has been agreed to the contrary in writing, a period of limitation of 24 months is valid, calculated from the delivery.
- (2) We are obliged to check the goods within an appropriate period for any quality and quantity deviations; the complaint is considered made in time if it is received by the supplier within a period of 5 workdays, calculated from the receipt of the goods or in the case of hidden defects from the discovery thereof.
- (3) We are entitled to the full legal claims for defects, in particular we are entitled to demand according to our choice a correction of defects or the delivery of a new item from the supplier. We retain the explicit right to the right of compensation, in particular to compensation instead of service.
- (4) The supplier guarantees that he will perform the necessary interim and end checks in production as well as subjecting the parts delivered by sub-suppliers to a comprehensive incoming inspection.
- (5) We are entitled to perform the correction of defects ourselves or to have it done by third parties at the expense of the supplier if there is imminent danger or there is another special kind of urgency.
- (6) If we incur costs, in particular transport, road, work, installation, extension, material costs or costs for an incoming inspection going beyond the usual scope as a result of a defective delivery of the contractual goods, the supplier is obliged to bear these costs in this case.

**§ 6**  
**Miscellaneous**

- (1) The supplier is obliged to treat our business relationship with confidentiality. He may only name us as a reference to third parties with our written consent.
- (2) Products prepared based on our documents and templates or that were developed in cooperation with us, may neither be offered by the supplier himself nor others without our written consent.

**§ 7**  
**Compliance**

- (1) The supplier undertakes to adhere to the respective legal regulations in dealing with staff, environmental protection and industrial safety and to work on reducing lasting effects on mankind and the environment in his work.

**§ 8**  
**Place of Performance and Court of Jurisdiction**

- (1) The place of performance is the place of destination we state for the delivery of the goods.
- (2) German law shall apply exclusively with the exclusion of UN purchasing law.
- (3) The court of jurisdiction is 25872 Ostenfeld.