

General Terms and Conditions

As of May 2018

§ 1

General - Scope

- (1) These general terms and conditions apply to all present and future deliveries and services of Deutsche Windtechnik Repowering GmbH and Co. KG (hereinafter "DWTR") to clients.
- (2) Deviating, conflicting or additional general terms and conditions of the client shall not become part of the contract, even if known, unless their validity is expressly agreed in writing.
- (3) These general terms and conditions apply only to contractors for the purpose of section 310 para.1 BGB (German Civil Code).
- (4) DWTR is entitled to use third parties to fulfill their contractual obligations, this also applies in particular to affiliated companies of Deutsche Windtechnik Group.

§ 2

Conclusion of contract

- (1) Upon request of the client, DWTR will send a quote. By sending an order confirmation the client accepts the quote.
- (2) Unless otherwise specified in the quote, DWTR shall be bound by the quote for a maximum of four (4) weeks.
- (3) Correspondence by email is desirable.

§ 3

Prices and Terms of Payment

- (1) Unless a lump sum price has been agreed, calculation shall be based on working hours, incurred travel expenses and accommodation costs as well as materials used in individual cases.
- (2) Additional costs arising from delays, additional expenditure or other circumstances that are not attributable to DWTR or companies commissioned by them shall be notified to the client and recharged to the latter. This includes in particular additional measures necessary to carry out the dismantling works, such as corroded or damaged load suspension points, tight, obscured or inaccessible screw or plug connections, failure of process-relevant construction site equipment, machinery and devices or other unforeseeable technical problems. For recycling of material, it is assumed that shredding of facility components by means of scissors or burners in the storage radius of the parts around the foundation is approved by the respective property owner. Any additional costs due to the relocation of the components to other areas shall be additionally compensated, unless otherwise stated in the quote.
- (3) The statutory sales tax is not included in DWTR's prices; it is shown separately in the invoice at the statutory rate on the date of invoicing.
- (4) Unless otherwise stated in the order confirmation, the purchase price is due for payment within 30 days of the invoice date. After the due date, default interest in the amount of 9 % above the respective base interest rate p. a. will be charged.
- (5) The client must check DWTR's invoice for accuracy within seven (7) calendar days. Objections to the invoice are excluded after this date.
- (6) The client may only offset against such claims that are undisputed or determined without further legal recourse.

§ 4**Client's duty to cooperate**

- (1) Before commencing dismantling the client must ensure that all live wires to old facilities and transformer stations are demonstrably deenergized and secured against reconnection. The time of disconnection from power supply will be agreed beforehand with DWTR.
- (2) The client must ensure that the place of performance is freely accessible to DWTR, this also applies to public roads and roads leading to the place of performance.
- (3) It is assumed that from commencement of dismantling preparations no third party rights will prevent construction and no encumbrances exist on the old facilities, in particular no lease agreements with operators of mobile networks for the construction of mobile antennas at the old facility.
- (4) The client must support the DWTR's service personnel or the service personnel of the companies commissioned by DWTR in performing the agreed services to the best of their ability and at their own expense. In particular, the old facility's technical documentation required to complete the order shall be made available to DWTR.
- (5) The client must take the necessary measures to protect persons and property at the place of service. They must also inform DWTR's service personnel or the service personnel of the companies commissioned by the DWTR about existing special safety regulations.
- (6) For the services to be provided at the place of performance, the client must name and provide a contact person who is responsible, competent and authorized to deal with all questions arising in connection with the execution of the order.
- (7) The client is obliged to obtain all permits in a timely manner and to fulfill the resulting requirements necessary for the dismantling or sale of the old facility.

§ 5

Time of service provision

- (1) In addition to the timely receipt of all relevant documents, compliance with agreed deadlines for the provision of services also presupposes a condition assessment of access, crane outrigger pads and facilities, the granting of the necessary permits to carry out crane work, oversized and heavy transports for the use and navigation on waterways and sea lanes, ports, locks, landing piers, as well as public and non-public roads and access roads, compliance with the terms of payment and other obligations of the client.
- (2) If DWTR's work execution is delayed for reasons beyond their control (e.g. missing official permits for heavy goods transport despite timely application, malfunction of process-relevant construction site equipment, machinery and equipment or other unforeseen technical problems, strike, lockout, official orders, accidents or severe weather), the period of service execution shall be extended appropriately.
- (3) If the client incurs a demonstrable loss as a result of DWTR's delay, they are entitled to demand liquidated damages for the delay. It amounts to 0.5% for each full week of delay, but in total not more than 5% of the price (for the service still to be provided). Further claims for delay are excluded, this does not apply if intent or personal injury has occurred.
- (4) If the client is in default of acceptance or culpably violates other obligations to cooperate, then DWTR shall be entitled to demand compensation for the resulting damage, including any additional expenses. Further claims or rights are reserved.

§ 6

Acceptance

- (1) The client is obliged to accept the service after defect-free completion. If the service proves not to be in accordance with the contract, DWTR shall be obliged to remedy the defect in accordance with § 7, insofar as this is possible for the respective service. This does not apply if the defect is irrelevant to the interests of the client or is based on a circumstance attributable to the client. In case of a non-essential defect, the client cannot refuse acceptance.
- (2) If acceptance is delayed through no fault of DWTR, acceptance shall be deemed to have taken place two weeks after notification of completion of the service.

§ 7

Warranty

- (1) Prerequisite for any warranty rights of the client is their proper fulfillment of all obligations to inspect and notify about defects pursuant to section 377 HGB (German Commercial Code).
- (2) In the event of justified complaints, DWTR has the right to choose how the subsequent performance is to be carried out.
- (3) Should the subsequent performance fail, the client is entitled to demand a reduction. A remedy of defects shall be deemed to have failed after the second attempt unless the nature of the item or the defect or other circumstances in particular indicate otherwise.
- (4) The client's warranty claims become time-barred after six (6) months from the date of acceptance.

§ 8

Liability

- (1) DWTR's liability is unlimited in the following cases:
In the case of intent, culpable breaches of duty, leading to injury to life, body or health, essential contractual obligations, whereby in the case of a negligent breach of a contractual obligation, the liability is limited to the amount of the foreseeable damage typical for the contract.
- (2) DWTR's liability for indirect damage, in particular financial loss (e.g. loss of use and loss of profit), is excluded.
- (3) Except in the cases mentioned above, DWTR's total liability (based on contract and law) is limited to a maximum of 100% of the compensation package for the respective service.

- (4) DWTR accepts no liability for road and crop damage associated with the dismantling, storage, loading and transport of the old facilities, or crop failure of the respective property owner, an agricultural lessee or other third parties, unless the damage is personal injury or deliberately caused.

- (5) Any further liability is excluded.

§9

Data protection

- (1) As part of our cooperation DWTR may have access to personal data provided by the client. By placing the order, the client agrees that DWTR may use the personal data provided by them for the fulfillment of the contract or for the execution of pre-contractual measures as follows:
 - Sending quotes, order confirmations, invoices and invoice corrections in print or electronic form are permitted

 - Sending information on all topics necessary in the current business process by mail, telephone or email

 - Data of employees involved in the business process may be contacted for these purposes and archived until revoked.

 - Personal data may be - insofar as the contractual relationship requires it (Art. 6 para.1 p.1 lit. B GDPR) - passed on to third parties.

- (2) DWTR will use personal information exclusively for the contractually intended purpose.

- (3) DWTR is obliged to take the measures required under Art. 32 GDPR to ensure the security of processing and to achieve a level of data protection appropriate to the risk and to prove this to the client upon request. DWTR supports the client with regard to the fulfillment of the data subject rights pursuant to Art. 12 to 23 GDPR as well as the obligations under Art. 32 to 36 of the GDPR upon the client's first request.

- (4) DWTR agrees that the client is generally entitled, by appointment, to check compliance with the provisions on data protection and data security themselves or by third parties commissioned by them.
- (5) DWTR undertakes to maintain confidentiality when processing the client's personal data in accordance with the order.
- (6) DWTR assures that all persons involved in the processing of personal data have undertaken to maintain confidentiality and data protection in an appropriate manner during the period of and after termination of their employment.
- (7) According to Art. 7 para. 3 GDPR, the client has the right to revoke the consent.
- (8) The client has a right of objection according to Art. 21 GDPR.

§10

Final provisions

- (1) Amendments, additions and subsidiary agreements to the contract and to these general terms and conditions must be made in writing.
- (2) Should any provision of these general terms and conditions be or become void or should a loophole become apparent, the validity of the remaining provisions shall remain unaffected. In this case, the parties undertake to agree or to achieve the intended purpose by agreement of another regulation.
- (3) The legal relationships between the parties are governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods
- (4) Place of jurisdiction is Bremen.