

General Terms and Conditions of Purchase of Deutsche Windtechnik Service GmbH & Co. KG, Deutsche Windtechnik X-Service GmbH, Deutsche Windtechnik Offshore and Consulting GmbH, Deutsche Windtechnik Steuerung GmbH & Co. KG and Deutsche Windtechnik Repowering GmbH & Co KG

I. Scope of application

1. We order goods and services (hereinafter also referred to as "Delivery") exclusively subject to these General Terms and Conditions of Purchase (in short: "GTCP"). These shall also apply to all future transactions with the Contractor. Amended General Terms and Conditions of the Contractor or General Terms and Conditions of the Contractor deviating from our GTCP shall only apply if we have explicitly agreed to this with the Contractor. Such an agreement shall be in writing. Individual agreements in the form of a contract or within the scope of an order shall generally have priority if both parties have agreed to them.
2. Our GTCP shall only apply to persons who, when concluding a legal transaction with us, act while performing their commercial or independent professional activity (entrepreneurs within the meaning of Sec. 14 German Civil Code (BGB)) as well as public legal entities and special funds under public law.

II. Contract conclusion, condition of the goods

1. Our inquiries are subject to change and are intended to allow the Contractor to submit an offer. Offers shall be issued to us free of charge and in text form, we request correspondence by e-mail and signing of legally binding documents by electronic signature.
2. Purchase orders placed by us shall be deemed confirmed within a period of three (3) business days. An order confirmation of our purchase order shall be sent to us immediately by e-mail. Any correspondence with us shall use our item numbers as well as our transaction and order numbers. If the order confirmation deviates from the purchase order, we shall only be bound if we have agreed to the deviation in writing (e.g., by email). Acceptance of Deliveries or services as well as payments on our part shall also not constitute consent.
3. All properties and features mentioned in inquiries, specifications, purchase orders, order confirmations, telephone calls or in other correspondence shall be deemed to be the agreed condition of the goods. The same shall apply to properties and features of the goods mentioned on the product packaging or advertising of the Contractor or manufacturer. In addition, the goods must also comply with the product properties and features of a sample of the goods handed over to us and accepted by us.
4. The Contractor shall warrant that its Delivery complies with all directives and laws (in particular export control laws and regulations as well as product labels (e.g., for the UK: UKCA) of the EU, the USA or other export control regulations (e.g., List of Goods Annexes to the EU Dual-Use Regulation as amended) applicable at the place of performance or any other country of destination specified by us, and that no third party rights are infringed. The Contractor shall ensure that in its area of responsibility – and also at subcontractors engaged by it – all relevant statutory provisions are complied with, in particular anti-corruption and anti-trust laws, as well as all obligations resulting from German, European and/or US economic, trade and financial sanctions. We shall be entitled to an extraordinary right of termination if the Contractor violates this provision II clause 4.

III. Prices, payments

1. The price shown in the purchase order shall be binding. If day-of-delivery prices have been agreed, the price valid on the day the material is shipped shall apply. The price includes the costs for packaging, required test reports, drawings, and comparable services of the Contractor. The Contractor shall bear the costs for certificates of the transport insurance unless otherwise agreed in writing. We shall be entitled to demand a price reduction during the term of a call-off contract as far as we can prove that the agreed price no longer corresponds to the market price.
2. The price includes Delivery to the delivery point specified in our purchase order, including all related costs. We shall only assume the transport or transport costs based on an explicit agreement. Such an agreement shall be in writing. If we have assumed the transport costs, the Contractor shall choose the most favorable shipping method. In case of Deliveries by the Contractor, we shall be entitled to specify the mode of shipment or the executing freight forwarder.
3. If an agreed delivery date can only be met by accelerating the transport of the goods due to a delay for which the Contractor is responsible, the Contractor shall bear the additional costs incurred as a result, e.g., express surcharges and air freight costs, even if we have undertaken to bear the regular transport costs in accordance with III. clause 2. sentence 2. The same shall apply if the goods are transported in an accelerated manner in order to reduce a delay in delivery.
4. Invoices shall not be enclosed with the shipment but are to be submitted separately immediately after Delivery including sales tax, exclusively by email to the email address specified by us and indicating our order number and the item number of the purchase order. Payments shall be made in means of

payment of our choice and exclusively in EURO. The date when we receive the invoice shall apply to assess the payment periods. Payment and discount periods shall not begin to run until the Contractor has provided the full scope of delivery and performance and we have released the Delivery. This also includes without limitation the provision of all documents accompanying the goods and other documents such as works certificates, certificates of origin, test reports and similar documents. In case of delivery to third parties specified by us, proof of receipt must be enclosed. Only after their receipt, the invoices will be initiated for payment. We shall not be in default of payment if the invoice details are incomplete or incorrect.

5. Payment claims of the Contractor shall be due 60 days after the goods are received together with the associated documents and proper invoice. If we pay within 30 days, the Contractor shall grant us a discount of 3%.
6. We shall be entitled to rights of set-off and retention to the extent provided by law. We shall, in particular, be entitled to set off any claims we may have against the Contractor arising from the respective contract or from the ongoing business relationship. The Contractor shall only be entitled to rights of set-off and retention based on undisputed or legally established counterclaims.
7. The assignment of claims against us requires our consent.

IV. Delivery time, bill of lading

1. The delivery time stated in the purchase order is binding. Decisive for the timeliness of the Delivery is the receipt of the goods at the delivery point specified by us within usual business hours. The Contractor is obligated to obtain information about our business hours before Delivery.
2. The Contractor is obligated to choose a shipping method which will meet the agreed delivery date in any case. If the Contractor is unable to meet the delivery date, the Contractor shall choose a shipping method that enables the goods to be delivered to the delivery point specified by us as quickly as possible. If we bear the transport costs in accordance with clause III, para. 2, sentence 2, the Contractor shall choose the least expensive shipping method, unless otherwise explicitly agreed.
3. Three days prior to the shipment's departure, the Contractor shall send us a notice of shipment stating the order number and item number of our order, the exact quantity, and the exact description of the goods. Each delivery must be accompanied by a bill of lading in duplicate; all order data must be visible on the bill of lading and on the invoice. If the bill of lading is missing or contains incorrect or incomplete information, we shall be entitled to reject the Delivery. If we nevertheless store the goods, they shall be stored at the expense and risk of the Contractor.
4. If we do not accept delivered goods due to objections in our incoming inspection, the Contractor shall collect the Delivery free of charge within five (5) business days after corresponding notification.
5. If Deliveries are made to third parties specified by us, only our bills of lading shall be enclosed with the goods. At least three days prior to shipment, the Contractor shall send us a reasonable number of selection samples, a test report, and a production record of each item.
6. The Contractor shall inform us immediately in writing (e.g., by e-mail) if circumstances occur or become apparent to the Contractor which may result in a delay in delivery. The Contractor may only invoke causes of delay for which the Contractor is not responsible if it has complied with the duty to notify. If, for whatever reason, non-compliance with the agreed delivery date of more than ten (10) business days is imminent, we shall be entitled to withdraw from the contract. Conversely, the Contractor shall only have the right to withdraw from the contract - even in cases of force majeure - to the extent provided by law.
7. In the event of non-compliance with agreed delivery dates, we shall be entitled to the statutory claims without limitation. If Delivery is delayed, we may demand five percent (5%) of the total purchase order value per business day or part thereof as a contractual penalty, but in total not more than one hundred percent (100%) of the total purchase order value. This limitation of liability shall not apply if the Contractor is insured for a higher amount for damage events. We reserve the right to claim further damages; any contractual penalty already paid shall be offset against this amount.
8. The unconditional acceptance of delayed deliveries and services shall not constitute a waiver of our contractual and statutory claims. However, the contractual penalty can only be claimed if we reserve the right to do so at the latest when we pay the final invoice.

V. Transfer of risk, delivery modalities

1. Delivery shall be made DDP in accordance with Incoterms 2020, unless the parties agree otherwise. The Contractor shall obtain all permits in connection with the Delivery. The Contractor shall provide us with a copy of its long-term supplier's declaration every twenty-four (24) months from the effective date without being requested to do so. The Contractor is obligated to inform us of the respective export control classification number for such technical

General Terms and Conditions of Purchase of Deutsche Windtechnik Service GmbH & Co. KG, Deutsche Windtechnik X-Service GmbH, Deutsche Windtechnik Offshore and Consulting GmbH, Deutsche Windtechnik Steuerung GmbH & Co. KG and Deutsche Windtechnik Repowering GmbH & Co KG

information and goods (e.g., US law: ECCN) and any restrictions on their disclosure. The Contractor undertakes to provide us with all information that is required to comply with such regulations in individual cases. We are entitled to extraordinary termination vis-à-vis the Contractor as far as changes in applicable national or international export control laws and regulations or our internal regulations based thereon make the acceptance of the services or the fulfillment of duties impossible and also do not appear possible in the foreseeable future.

2. The risk of accidental loss or accidental damage of the goods shall only transfer to us upon Delivery at the delivery point specified by us.
3. The Contractor shall take out transport insurance (see also X.).
4. Partial Deliveries are only permissible if they have been agreed in writing; otherwise, we may refuse acceptance. In any case, partial deliveries shall be marked as such in writing. If excess deliveries are made, we shall be entitled to reject the excess quantity, and if deliveries fall short, we shall be entitled to make a corresponding deduction; our right to subsequent delivery shall remain unaffected.
5. We do not recognize any retentions of title of the Contractor.
6. Our purchase order alone shall be decisive for the content, type, and scope of the Delivery. The input weights determined by our factory scales shall apply to determine weight. If it is not possible for us to weigh the goods, the weights shown on the consignment note issued by the railroad authorities or, in case of truck delivery, the weights determined by a public scale shall apply.
7. Upon Delivery, the Contractor shall submit the product dimensions, gross weight, and customs tariff number and also indicate the country of origin in the current version.
8. The Contractor shall be responsible for proper packaging considering the respective shipping method and shall be obligated to provide evidence thereof. Unless separately regulated, the Contractor shall be obligated to take back and properly dispose of the packaging at the Contractor's own expense. The place of performance to take back the packaging is the place where the goods are handed over.
9. Shipment shall be made to the delivery point specified by us. The risk shall not transfer to us until the delivery item arrives at the stipulated delivery point. If we do not have proper shipping documents when the delivery item is received, the Contractor shall bear all associated additional costs. In such cases, we shall also be entitled to refuse acceptance of the Delivery at the Contractor's expense. We may also refuse to accept Delivery if an event of force majeure or other circumstances beyond our control, including labor disputes, make it impossible or unreasonable for us to accept Delivery. In such a case, the Contractor shall store the delivery item at the Contractor's own expense and risk.
10. The Contractor shall ensure that it can continue to supply us with the delivery items or parts thereof as spare parts on reasonable terms for a period of ten (10) years after the supply relationship is terminated.
11. Provisions (e.g., in case of repair) - Materials, parts, containers, special packaging, tools, measuring equipment, or similar (provisions) provided by us shall remain our property. In case of processing, combination, mixing of provisions, we shall co-own the new product in the ratio of the value of the provision to the value of the overall product. The Contractor shall have no right of retention, for whatever reason, in respect of the provisions.

VI. Rights and obligations in case of defects

1. Obvious defects shall be notified by us within thirty (30) business days after Delivery to the delivery point specified by us. The timely dispatch of the notice of defect shall be sufficient to meet the deadline. If we have resold the goods according to their intended use, the inspection and objection period shall not commence until the goods have been delivered to our customer. Our incoming goods inspection is limited to externally visible damage as well as quantity and identity of the ordered products based on the delivery documents.
2. If we have to perform an incoming goods inspection that exceeds the usual scope as a result of at least two defective deliveries, the Contractor shall bear the additional costs incurred.
3. When we make payments or issue or sign receipts, this shall not constitute recognition of the goods as being in conformity with the contract.
4. Unless otherwise agreed, the limitation period for claims based on defects shall be thirty-six (36) months after the risk transfer. Written notification of the defect or written request for rectification of the defect shall be sufficient to comply with the limitation and preclusion periods. The limitation period shall start anew for repaired or replaced parts. The Contractor's claims for payment shall become time-barred after one year. This limitation period shall also apply to other claims of the Contractor.
5. In case of defects, we shall be entitled to the statutory rights without limitation. The statutory rules on the burden of proof shall apply. In case of a defective

delivery, the Contractor shall bear all expenses necessary for subsequent performance, including installation and removal costs in connection with the defective delivery.

6. If the Contractor is in default with the subsequent performance or if an urgent case exists, we shall be entitled to carry out the subsequent performance ourselves or have it carried out by a third party at the Contractor's expense.
7. If at least two (partial) deliveries are defective in the case of successive or framework delivery contracts, we shall be entitled to terminate the contract without notice. In case of culpable conduct, the Contractor shall be obligated to compensate us for the damage incurred by us as a result of the termination.

VII. Intellectual Property Rights

1. The Contractor shall ensure that no rights of third parties are infringed in connection with its Delivery. All rights required for the proper use of the Delivery shall be transferred to us. As far as this is not possible, we shall obtain a free, transferable license to use these rights. This shall also apply to the use of descriptions, operating instructions and images provided to us as part of the Delivery.
2. If claims are asserted against us by a third party for this reason, the Contractor shall be obligated to indemnify us against such claims upon first written request; we shall not be entitled to make any agreements with the third party without the Contractor's consent, in particular to conclude a settlement.
3. The Contractor's indemnification obligation shall relate to all expenses necessarily incurred by us as a result of or in connection with the claim by a third party.

VIII. Confidentiality agreement

1. The Contractor may disclose all information provided by us which comes to the Contractor's knowledge during the Contractor's activities under this contract, including the present contractual provisions, to third parties only with our prior consent. In this case, the Contractor shall obligate the third parties to the same extent.
2. This provision shall not apply to information already known and evident to the Contractor when the contract was concluded or which has already been published at the above-mentioned time or which is published later by third parties while this cannot be attributed to an act of the recipient in violation of the law or the contract or which was already lawfully known to the recipient from third parties without any obligation to maintain confidentiality at the time of the transfer or which is to be disclosed based on a statutory or other legal duty to provide information.
3. The Contractor may only advertise its business relationship with us with our prior consent.

IX. Liability and exclusions of withdrawal of the Contractor

1. The statutory provisions shall govern the contractual and non-contractual liability of the Contractor for breaches of duty. In particular, we do not recognize any exemptions from and limitations of liability as well as exclusions of withdrawal.
2. If a claim is made against us on the basis of product or producer liability due to a defect in the item delivered by the Contractor, the Contractor shall indemnify us against the product/producer liability resulting from the defect upon first request. In this context, the Contractor shall also be obligated to reimburse us for any expenses arising from or in connection with a recall action carried out by us according to the principles regarding negotiorum gestio (spontaneous agency) and according to the statutory joint and several liability. We shall inform the Contractor about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give the Contractor the opportunity to comment.

X. Insurances

1. The Contractor undertakes to take out insurance with a reputable insurer at its own expense. This insurance should cover the Contractor's liability towards us and third parties, in particular but not exclusively for product liability claims.
2. We shall be provided with proof of the above-mentioned policies upon request.

XI. Compliance

1. We shall not accept any products that contain so-called "conflict minerals" as defined in Sec.1502 of the Wall Street Reform and Consumer Act, also known as the "Dodd-Frank Act". These are GOLD, TANTAL, TIN and WOLFRAM originating in the Democratic Republic of Congo or the bordering states of Angola, Burundi, Central African Republic, Republic of Congo, Rwanda, South Sudan, Tanzania, Uganda, or Zambia ("3TG Minerals"). The Contractor is obligated to review and document that the goods delivered to us do not contain 3TG minerals.

General Terms and Conditions of Purchase of Deutsche Windtechnik Service GmbH & Co. KG, Deutsche Windtechnik X-Service GmbH, Deutsche Windtechnik Offshore and Consulting GmbH, Deutsche Windtechnik Steuerung GmbH & Co. KG and Deutsche Windtechnik Repowering GmbH & Co KG

2. During trading with us, the Contractor undertakes to refrain from any conduct that could result in criminal liability, in particular due to fraud, embezzlement, insolvency offenses, violation of competition through promises of benefits, bribery, acceptance of bribes, and corruption on the part of employees of the Contractor or third parties.
3. The Contractor acknowledges the "Code of Conduct" of Deutsche Windtechnik. The "Code of Conduct" can be found on the website of Deutsche Windtechnik Group on the following page: https://www.deutsche-windtechnik.com/unser-leitbild#code_of_conduct
4. If the above-mentioned provisions are violated, we have the immediate right to withdraw from or terminate all existing legal transactions with the Contractor and to break off negotiations with the Contractor.
5. Notwithstanding the above, the Contractor shall comply with the law applicable to the legal transaction and to the Contractor.
6. **Data protection:** The Contractor acknowledges that we store personal data based on this contract for automatic processing (invoicing, accounting). The Contractor is obligated to comply with the provisions of the GDPR as far as it applies within the scope of the Delivery.

XII. Applicable law, place of performance, place of jurisdiction

1. Agreements shall be governed exclusively by German law. In cross-border situations, German law shall apply, including the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The sole place of performance for the Contractor's Deliveries and services shall be the place specified by us in the purchase order or order confirmation.
3. The exclusive place of jurisdiction for both parties for all disputes arising directly or indirectly from the contractual relationship shall be Bremen. However, we shall also have the right to sue the Contractor at its general place of jurisdiction.
4. Even in case of cross-border deliveries, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be Bremen, Federal Republic of Germany. We reserve the right to also bring an action before any other court having jurisdiction under the Brussels Convention of 27 September 1968 or EU Regulation 44/2001 or 1215/2012.

XIII. Severability

1. Should one or more provisions of these GTCP be invalid, this shall not affect the validity of the remaining provisions.
2. Under the requirements specified in XIII. paragraph 1., instead of the ineffective provisions, such provisions shall be deemed to have been agreed which come closest to the economic meaning and purpose pursued by the ineffective provisions.