OBJECT

1. The present document establishes the general purchasing conditions (hereinafter the "**GPC**") which govern the supply of all type of goods, equipment and materials (hereinafter the "**Goods**") and/or the provision of all type of services (hereinafter the "**Services**") by suppliers (hereinafter the "**Supplier**") to Gamesa Corporación Tecnológica S.A. and/or any company under its control, (hereinafter, the "**Buyer**").

2. Unless otherwise stipulated in any order issued by the Buyer, the scope and price of the supply of Goods or provision of Services is understood as including: (i) the loading and unloading, receipt of materials, packaging and labelling, storage and loading of the finished Goods on any means of transport; (ii) documentation, additional services, labour (including performance, construction and assembly) and/or equipment (including software and hardware, tools, patterns, models, moulds, calibres and spares) necessary for the performance of the order.

CONTRACTUAL DOCUMENTATION

3. The relationship between the Buyer and the Supplier shall be governed by Brazilian Civil Code, by other applicable laws and by the following contractual documentation (hereinafter the "**Contract**"): (a) the purchase order issued by the Buyer (hereinafter the "**Order**") and, if applicable, the Delivery Schedule (as defined below); (b) the present GPC; and (c) the offer and acceptance of the Order by the Supplier, including the technical specifications of the Goods and/or Services.

4. In case of contradiction between the contractual documentation: (i) the Order shall prevail over the GPC and the offer and acceptance of an Order by the Supplier; (ii) the GPC shall prevail over the offer and acceptance of an Order by the Supplier.

5. Any derogation or modification to the Order or to the present GPC shall be agreed in writing by the Buyer and the Supplier. Such modifications shall prevail, in relation to the supply or service in question only, over the remaining terms of the Contract.

ORDERS AND DELIVERY SCHEDULES

6. The Buyer shall not be bound by any Order unless the Order is duly signed by an authorised signatory.

7. The acceptance of an Order by the Supplier implies the acceptance of these GPC which shall be deemed incorporated in each Order irrespective of whether they are expressly referred to in the same or not.

8. Any commencement of the execution of an Order without express acceptance in time shall imply the outright acceptance by the Supplier of all that stipulated in the same.

9. In the event of any doubt with regards to the interpretation of the contents of an Order, the Supplier shall act in accordance with the indications and instructions of the Buyer.

10. Upon acceptance of an Order: (i) all terms, conditions and specifications included in or attached to the Supplier's offer which are not expressly referred to in the Order shall be considered void, as shall any correspondence related to the same. The mere mention of the offer in the Order or in any attached documents shall not modify this clause; (ii) these GPC shall prevail over the Supplier's General Conditions of Sale, if any.

11. The Supplier is obliged to render the services which are the object of each Order under the terms and conditions indicated in the same and in the GPC. The aforementioned terms and conditions must be applied throughout the entire duration of the Order.

12. The Orders may be of an open nature in which case they shall not refer to fixed quantities or amounts of Goods and/or Services. The contracted amounts and delivery dates shall be specified by the Buyer through the issue to the Supplier of delivery schedules (individually referred to as "**Delivery Schedule**"). Each Delivery Schedule shall refer to an Order number and the amounts of Goods and/or Services subject to a fixed order shall carry the reference "Fixed". The Supplier shall have a maximum of two (2) working days to accept in writing the Purchase Document, either Purchase Order or each Delivery Schedule. The Delivery Schedule shall be deemed accepted if the Supplier does not notify the Buyer of its rejection within the established time period and the Supplier shall therefore be obliged to supply the requested amount of Goods and/or Services within the required delivery period. In Orders of an open nature, changes to prices shall be made by issuing a revised Order which shall be deemed accepted when the first Delivery Schedule is delivered.

PRICES AND FORM OF PAYMENT

13. The prices reflected in the Order shall be fixed, firm and definitive and are not subject to revision. The price shall be understood as including all items which make up, or which may make up, the cost of the Goods or Services the subject of the Order including, but not limited to, wages, insurance, consumable goods, transport, packing and labeling, accessories, devices, cranes and other necessary tools, any type of expenses, payments for intellectual property, costs deriving from inspections, tests and other certificates specified in the Order, exchange rates, tax, duties and all kinds of charges.

14. The Supplier shall invoice the delivered Goods and/or Services in each period on the last day of each month or the next working day whenever these fall on a holiday. The invoices shall include all the legally established requirements and shall specify the relevant Order and the numbers of the delivery notes of the Goods.

15. Unless otherwise specified in the Order, the payment will be done according to the mentioned on the PO issued by the Buyer, calculated from the date of receipt of the Goods or the date of the provision of the Service (in the understanding that such receipt shall take place once its conformity has been verified in accordance with the terms of the Contract and the Supplier has issued the corresponding invoice). All payments shall comply, in any event, with the default payment in commercial transactions legislation in force at all times. The effective invoice payment date shall be the first payment date specified in Gamesa's administrative process calendar, after the due date of the invoice. Such calendar shall establish at least one payment date per month.

16. Upon the request of the Buyer, invoices shall be grouped in one invoice comprising all deliveries made during a determinate period of time, with the limits set forth in the default payment in commercial transactions legislation in force at all times.

17. No invoices shall be processed for Goods and/or Services which do not comply with the requirements indicated in the Contract or if the date thereof is previous to the date of its corresponding delivery note. The Buyer shall be entitled to withhold payment if the Goods and/or Services delivered do not comply with the requirements under this Contract and to deduct from any payment due to the Supplier any of the penalties for late delivery applicable in accordance with these GPC.

18. If the Supplier changes Tax Registration Code or Banking Data, whenever possible, must forewarning the Buyer 45 days' notice, in order to let the Buyer modify existing orders and reissue them with the new Tax Registration Code. Buyer will only accept invoices with the new Tax Registration Code once the order has been issued again with this new Code.

TAX LIABILITIES OF THE CONTRACTED PARTY

19. The **Supplier** shall be the sole responsible for bearing the financial burden of the payment of taxes eventually falling on the **Services** to the related authorities.

20. The **Buyer** shall withhold the amount related to taxes that, under law, must be withheld upon the payment of values owed to the **Supplier**, so that it receives only the net value after the withholding of taxes. The **Supplier** shall be responsible for informing the **Buyer** regarding the obligation of withholding the taxes on the payments made.

21. The **Supplier** shall be responsible for refunding the **Buyer** in full for eventual losses that the latter might come to incur, due to the tax registrations made against it due to the non-compliance to the applicable legislation regarding the payment of taxes by the **Supplier** to the corresponding authorities.

22. The **Buyer**, at its sole discretion, can withhold values owed related to these **Services** when administratively or legally notified, until the definite decision of the administrative and/or legal authority, or until the **Buyer** is definitively excluded from the dispute. If the **Buyer** is not excluded from the dispute and is requested to pay any amounts, the **Buyer** shall compensate the withheld amounts and/or any amount owed in future to the **Supplier**, and the **Supplier** must refund the **Buyer** for the incidental amounts that may eventually exceed the amount withheld and/or owed in the future.

DELIVERY AND/OR PROVISION OF SERVICES PERIODS

23. The delivery dates specified in any Order and/or Delivery Schedule shall be of the essence. The Supplier expressly undertakes to define/agree a production plan for delivery of the Goods and/or Services, with the quality levels and within the delivery periods specified in the Contract.

24. Delivery of Goods shall take place at the moment the inspection sheet is signed by the Buyer's designated employee and delivery of the Services shall take place at the moment the acceptance sheet is signed by the Buyer's designated employee. No inspection, test, delay or failure to inspect or test or failure to discover any defect or non-conformance shall relieve the Supplier of any of its obligations, either repairing, redoing or substituting the "Goods or Services", either indemnifying the damages in this GPC terms, included but not limited to what is in accordance with Brazilian Civil Code, Brazilian Consumer Protections Law and any other applicable Brazilian laws.

25. Notwithstanding the right of termination of the Order and / or Scheduling Agreement whenever the Supplier, for reasons not attributable to a force majeure event, does not meet the established delivery date, the Buyer shall be entitled, in addition to the delivery of the product/service, to receive liquidated damages at the rate of 0,5% (zero point five percent) of the value of the delayed Goods and/or Services for each natural day of delay up to a maximum of 15% of such value. If delay in delivery is such that the Buyer is entitled to maximum penalty and if the Goods and/or Services are still not delivered, the Buyer may terminate the Contract in whole or in part. In any case, the Buyer reserves the right to claim damages suffered as a result of the delay of the Supplier independently of the penalty described above

DELIVERIES

Delivery to the Supplier of materials and components

26. Whenever it is expressly covenanted that the Buyer is to provide materials and accessories necessary for the Supplier to execute the Contract (hereinafter the "**Materials**") all that set out in this section shall apply. The Supplier shall use the Materials exclusively for the performance of the Contract and shall comply with all Brazilian tax laws regarding toll manufacturing.

27. All Materials and accessories shall be the exclusive and permanent property of the Buyer. The Supplier shall carry out all actions necessary in order to safeguard the Buyer's title to the Materials, especially in the event of any bankruptcy procedures. The Buyer may request a notarial document declaring its freehold title to the said goods whenever this is deemed appropriate, and the Supplier undertakes to collaborate in every way necessary.

28. The consumables necessary for carrying out the tasks contained in the Order shall be provided by the Supplier.

29. If the Supplier requires Materials from the Buyer in order to deliver the Goods and/or Services, these must be requested sufficiently in advance to meet the programmed delivery dates.

30. According to the valid and applicable Brazilian tax law, all materials or components delivered shall be accompanied by a delivery note which shall indicate the references delivered and their corresponding amounts. It is the Supplier's responsibility to (i) check the accuracy of the references and amounts indicated in the delivery note, since inventory differences cannot be blamed on documentation errors which were not detected at the moment of delivery; (ii) inspect the Materials and inform the Buyer forthwith of any defect or non-conformity discovered.

31. The Supplier must establish the controls necessary in order to maintain the custody of the Materials and communicate to the Buyer forthwith any loss or damages to the same. In particular, the Supplier shall store the Materials at its own cost, mark the same as the property of the Buyer and keep them separate from other materials or products.

32. The Supplier shall take out and maintain a fully comprehensive insurance policy (with an insurance company and under terms and conditions acceptable to the Buyer) for at least the full replacement value of the Materials in its possession. The Supplier shall (i) make timely payment, or ensure the payment of premiums, instalments and all other payments due under the insurance policy; (ii) comply with all terms and conditions of the insurance policy; (iii) not act or allow any act that could cause the total or partial cancellation or suspension of the insurance policy; (iv) provide the Buyer within one (1) month from delivery of the Goods with a certificate issued by the insurance company confirming the existence of the policy and that it is in force; and (v) provide the Buyer with copies of the insurance policy, any amendments made thereto and receipt of payment of the corresponding premium.

Delivery of Goods

33. Unless otherwise specified in the Order, delivery shall be Delivery Duty Paid (DDP) as per the INCOTERMS in force on the date of the Order. Title shall pass to the Buyer upon delivery and risk shall pass to the Buyer at the time the Goods are formally accepted by the Buyer. Unless otherwise agreed between the Parties, partial deliveries shall not be accepted.

34. The Goods shall be packaged by the Supplier in such a manner that they may be handled, transported and stored without undergoing any deterioration in line with the requirements contained in the Order, in the Gamesa Supplier Quality Manual (the "**GSQM**") available en Gamesa web site (a copy of which has been provided to the Supplier and is hereby acknowledged and accepted and which the Supplier hereby acknowledges to fully understand) and any other packaging or labelling requirements defined in specifications issued to Supplier or imposed by the applicable legislation. Once packaged, the Goods shall be marked in a perfectly legible manner, according to the labeling

Gamesa specification, with clear indication of the Buyer's company name and the Order number. If requested by the Buyer, the Supplier shall remove the packaging after delivery of the Goods. The first samples/prototypes subject of an Order must be correctly identified with the FIRST PROTOTYPE LABEL.

35. The Buyer may make justified changes to the amounts which appear in the delivery programmes, or order the temporary suspension of programmed deliveries, without this involving any modification of the price or of the other terms and conditions of the Contract.

36. The Supplier must immediately notify the Buyer of any incident which prevents the delivery of the amounts indicated in the programmes on the dates scheduled specifying the reason for delay and if possible the estimated delivery date. If the Supplier does not notify the Buyer, the Buyer shall be entitled to compensation for any additional costs incurred that could have been avoided if such notification had been made. The Supplier shall, at no extra cost to the Buyer, take all necessary actions (including overtime work, urgent freight etc.) to reduce the delay period to a minimum.

37. The Supplier must provide, upon delivery of the Goods, a delivery note which has been correctly filled out and shows the order number, amount, reference of the Buyer, line on the Order or position to which the delivery makes reference, date and, where appropriate, any remarks and any other documentation referred to in the Order. All invoices and delivery notes will be issued complying with the Brazilian tax law regarding toll manufacturing. The Buyer has the rights and prerogatives to reject any invoices issued by the Supplier which does not comply with the applicable law. Any taxes, penalties and interests incurred due to non compliance with the valid Brazilian tax law regarding toll manufacturing will be supported by the Supplier.

38. The Supplier undertakes to send a weekly situation report on the work in progress.

QUALITY

39. The Supplier is responsible for the quality of the Goods and/or Services delivered to the Buyer, regardless of whether he manufactured or executed them himself or acquired them from a subcontractor.

40. The quality of the delivered Goods and/or Services must be in keeping with that set out in the documentation, drawings, specifications and regulations provided to the Supplier and referred to in the Order as well as with the provisions of the GSQM. Any documentation or format is available through a web link. To obtain a username and password, the Supplier shall contact its relevant contact person within the Quality Department.

41. In the supply of prototypes pending homologation to a production plant, the Supplier shall send to the Quality Controller of such plant all documents required for the homologation of the component (PPAP) pursuant to the GSQM issued by the Buyer, sufficiently ahead of the arrival of the prototype at the production plant. This is in the understanding that, in any event, the delivery of the aforementioned documentation is vital.

42. In the supply of serial material, the Supplier shall provide all required documentation and quality certificates correctly filled out, in accordance with the GSQM issued by the Buyer and sufficiently ahead of the arrival of such material at the production plant, in order to prevent delays in the production process of the Buyer due to blockage of material. The certificates issued shall clearly indicate the Buyer's reference, drawings and specifications as well as their respective revisions.

43. No technical modifications shall be made without prior consent from the Buyer.

44. In order to meet the aforementioned quality requirements, the Supplier must have a Quality Guarantee system which allows the product delivered to meet the specifications received from the Buyer. This system must be appropriately documented and drawn up in line with the directives of a recognised standard certified by an independent third party (ISO 9000 or similar), and must be applied to the component manufacturing process. The Supplier shall have a continuing obligation to promptly notify the Buyer of any violation or deviation from quality control system and to advise the Buyer of the quantity and specific identity of any Goods delivered to the Buyer during the period of such violation or deviation.

45. In the event that the Supplier does not have a certified quality guarantee, the Supplier shall allow the temporary assessment of its quality control system by the personnel appointed by the Buyer. The Supplier undertakes to present a detailed programme for the obtaining of a certificate under the rule ISO 9000 or similar.

46. Any quality incident detected by the Buyer or its customers in the Goods supplied shall be communicated to the Supplier in writing for which purposes the Buyer and the Supplier agree that a communication via electronic mail shall be valid and admissible. Once the communication has been issued, the Supplier shall issue an immediate response to the non-conformity report or similar document sent by the Buyer within a period of fifteen (15) days. Should the Supplier not issue its response within such time period, the contents of the non-conformity report or similar document sent by the Buyer shall be deemed accepted by the Supplier.

INSPECTIONS

47. The Buyer reserves the right to carry out all inspections it deems appropriate in order to guarantee the quality of the Goods, the adequacy of the production systems, the processes, the status of the tools and equipment furnished to the Supplier, the fulfilment of the deliveries and the conditions established in the Contract. With respect to inspections of finished Goods, these shall not prevent a subsequent rejection by the Buyer or its customer.

48. The Supplier undertakes to allow access to its premises by the Buyer's employees, to offer the help of its staff and to provide any documents requested by the Buyer in order to carry out its task.

WARRANTIES

49. The Supplier represents and warrants to the Buyer: (i) that the final Goods delivered are: (a) free from any design, workmanship, raw material or manufacture defects; (b) in line with the specifications, drawings, samples, quality, quantity and other descriptions specified in the Order and in any other information or instruction notified to the Supplier; (c) appropriate for the purpose to which they are destined; (d) new and of top quality; (e) compliant with national and international legislation in force and applicable at the time of delivery in particular in relation to security and environment; and/or (ii) the Service provided: (a) is in line with the specifications and any other requirements specified in the Order and in any other information or instruction notified to the Supplier; (b) has been correctly and diligently provided by trained and experienced personnel; and (c) it complies with national and international legislation in force. All declarations and warranties made by the Supplier in its brochures, catalogues, sales materials and quality systems shall be binding.

50. During a period of three (3) years from the time of delivery of the Goods and/or Service, the Supplier is responsible for putting right any defects or non-conformity of the Goods and/or Service, and any damage which may come about through their defective operation. Such period shall be extended to seven (7) years for defects related to the paint on the Good or Goods supplied.

51. If any defects arise during the warranty period for which the Supplier is liable the Buyer may choose: (i) to rescind the Contract; (ii) to request the Supplier to repair or replace the defective Goods. The Buyer shall be entitled to withhold any payment due to the Supplier until the defective Goods have been repaired or replaced. If the Supplier does not remedy the defect with sufficient haste, the Buyer may correct the defect directly or through a third party and the Supplier shall be responsible for all costs related thereto; or (iii) to request the Supplier to provide the defective Service once more. The warranties and remedies provided for in this Clause 10 shall be in addition to the right of the Buyer to claim compensation for loss, damage and costs and to those rights implied by or available at law.

BANK GUARANTEES

52. Whenever the value of the Order exceeds R$ 10,000,000.00 (ten million Reals), , the Supplier shall, at the time of the first delivery of the Goods/Services, furnish the Buyer with a first-demand bank guarantee securing the correct execution of the Order and, in particular, the fulfilment of the warranties given by the Supplier, which must be issued by a first rank bank. Unless otherwise specified in the Order, the amount of the guarantee shall be 15% of the price of the Goods and /or Services and shall remain in force until at least the last day of the month following the expiry date of the warranty period. Unless the Order provides otherwise, the bank guarantee shall cover at least 15% of the value of the Order and shall mature thirty days after the expiry of the aforementioned warranties.

ORGANISATION

53. The Supplier shall fully exercise the tasks of management and organisation over the staff assigned to the execution of the Contract.

54. The Supplier, who declares to be up to date with its tax and employment and pensions obligations, assumes to be obliged to abide by the applicable legislation, especially with regard to any statutory registration of its workers, the payment of workers' wages, pensions and insurance. Likewise, the Supplier shall, upon request by the Buyer, make available those documents which evidence the employment situation of the workers and the fulfilment of all employment obligations with regards to insurance payments, and shall provide, in the shortest period of time possible, the corresponding evidence issued by the insurance company or by governmental authorities.

55. The Buyer may supervise the compliance of the aforementioned issues, without the said supervision releasing the Supplier from its exclusive liability.

56. The Supplier shall keep the Buyer indemnified with respect to any claims, costs, loss, necessary costs (including legal fees) or liability, including VAT if applicable, resulting as a consequence of the breach of the legal and/or contractual obligations of the Supplier with its employees, agents, collaborators, suppliers or subcontractors.

57. The Supplier shall continuously act in the execution of the Order as an independent corporation or entrepreneur and not as an agent or representative of the Buyer. In no event an employment relationship shall be deemed to exist between the Buyer and the Supplier's staff.

58. The Supplier only shall be held liable for any damages and losses resulting from acts or omissions of any kind of the Supplier, its agents, employees, subcontractors and counter-parties, keeping the Buyer fully indemnified with respect to any claims, costs, loss, necessary costs (including legal fees) or liability, including VAT if applicable, resulting as a consequence of any act or omission of the same.

INSURANCE

59. Each party shall take out and maintain the insurance policies required pursuant to the applicable legislation and good practice, as well as those required pursuant to the Contract.

60. In any event, the Supplier shall be sufficiently insured against the damages resulting from its activities and products. The minimum coverage of such insurance shall be R$ 2,000,000.00 (two million Reals),, unless otherwise agreed.

61. At the Buyer's request, the Supplier shall provide copies of the insurance policies and the receipt of payment of the corresponding premium. Until the execution of the Order has been completed, the insurance policies cannot be modified or cancelled without the prior written authorization of the Buyer.

PERSONAL DATA PROTECTION

62. Both Parties undertake to keep confidential all information to which they have access by virtue of the Contract, to disclose it only to authorised personnel and to comply with all provisions contained in the Brazilian Data Protection Act 15/1999 of 13 December ("LOPD") which may be applicable. In particular, the Parties undertake not to use personal data disclosed by the other party or to which they have had access for a different purpose to that contained in the Contract nor to disclose it to third parties. Notwithstanding this provision, the Supplier hereby grants its express and unequivocal consent to the transfer of its personal data to other legal entities that belong to the same group as the Buyer, as detailed in the Web site of the Buyer, www.gamesa.es, as well as the international transfer of its personal data to legal entities within the Buyer's group that may not grant a protection level equivalent to that established in the Spanish Data Protection Act, insofar as it may be deemed necessary, in order to manage adequately the relationship between the Buyer and the Supplier.

63. Likewise, the parties undertake to safeguard the personal data to which they have had access as a result of their relationship and to avoid their alteration, loss, processing or unauthorised access.

64. When the contractual relationship concludes, both parties undertake to return to the other party all personal data processed, and to destroy any copies of the same which they possess.

CONFIDENTIALITY

65. Any technical, economic or commercial information regarding the Buyer, the companies within the Gamesa Corporación Tecnológica S.A. group, their customers or products, which may become known to the Supplier as a consequence of the Contract, including the terms of the same, are of a confidential nature. The Supplier undertakes not to disclose any confidential information to third parties or to use the same, directly or indirectly, for any purposes other than those envisaged in the Contract.

66. The transfer of confidential information by the Supplier to its employees should only be carried out when strictly necessary in order to fulfil the purposes of the Contract, with the Supplier guaranteeing in all cases that its employees shall comply with the obligation regarding confidentiality as contained in the foregoing paragraph.

67. At the termination of the Contract, the Supplier shall, upon written request from the Buyer, hand over all of the documents generated, and shall not keep a partial or total copy of the same

68. The present Clause shall remain valid for a period of five years subsequent to the conclusion or termination of the Contract.

69. At the Buyer's request, the Supplier shall provide him with technical information on the goods and equipment, including (but not limited to) construction drawings of the manufacture equipment or

tools and their technical specifications for their assessment and approval by the Buyer. The above shall be negotiated on a case-by-case basis whenever the information requested contains industrial secrets or core know-how of the Supplier. The Buyer shall keep the information supplied confidential in line with the provisions of this clause.

PROPRIETARY RIGHTS

70. All technologies, processes, methods, formulae, designs, specifications, patents, brands, service brands, copyrights, design rights, inventions, industrial secrets, know-how, information involving intellectual and industrial property and any other confidential information (including, but not limited to, any improvements or alterations and work deriving from the same) (hereinafter, "Intellectual and Industrial Property"), whether delivered by the Buyer to the Supplier to enable the fulfilment by the latter of the Order, or whether developed by the Supplier by virtue of the Order, shall maintain at all times their confidential information nature and shall remain the exclusive property of the Buyer.

71. In light of the above, the Supplier expressly recognises and accepts that it shall not use the Intellectual and Industrial Property nor any other confidential information received and/or developed by virtue of the execution of the Order, for any other purpose than the strict fulfilment of the same. In particular, the Supplier expressly recognises and accepts that it shall not use the Intellectual and Industrial Property to supply any Goods and/or Services to third parties without the previous written consent of the Buyer and that, should this occur, such supply such be considered a behaviour objectively contrary to commercial good faith demands, an improper advantage of third party's effort and a flagrant violation of industrial/commercial secrets, as established in articles 11.1, 11.2 and 13 of the 3/1991 Unfair Competition Law (Ley 3/91 de Competencia Desleal) in the 9279/96 (Industrial Property Law). The warranties and remedies provided in such legislation shall be without prejudice to any other legal rights which may correspond to the Buyer in law.

72. The Supplier shall indemnify and hold harmless the Company against all damages, expenses, loss or other financial obligations or claims brought by any person arising directly or indirectly from i) the alleged infringement by the Supplier of patent, trademark, copyright or other intellectual property rights of third parties in respect of the manufacture and supply of the Goods, ii) property damage, personal injury or any pecuniary losses sustained by any person arising out of any of the acts, omissions or negligence or fault of Supplier, his agents or employees.

ASSIGNMENT AND/OR SUBCONTRACTING

73. The Supplier shall not assign, transfer, substitute or subcontract to third parties any of its rights and/or obligations under this Contract without the prior written consent of the Buyer (in particular, the ordinary credit rights deriving from its invoices to the Buyer). The responsibilities of the Supplier in relation to the Contract shall remain the same, whether it has been executed by the Supplier or by an authorised subcontractor.

74. The Buyer is hereby expressly authorised by the Supplier in order to assign to any company of its group all or part of its rights and obligations in a Contract.

FORCE MAJEURE

75. Any circumstance which is unforeseeable or which, being foreseeable, is unavoidable, and which hinders extraordinarily or impedes any of the parties to fulfil its obligations shall be deemed a force majeure event.

76. For these purposes, the following shall not be considered force majeure events: strikes, production stops and labour conflicts which exclusively affect the employees or the personnel engaged by the Supplier, the lack of means of transport or materials, delays attributable to subcontractors, or those circumstances which the Supplier does not convey to the Buyer within the five days following their commencement, together with a description of the same and their estimated duration as well as the measures adopted or that may be adopted in order to resolve or to minimise as much as possible the adverse consequences arising from the force majeure event.

77. Whenever a force majeure event occurs, the timing for the execution of the Order shall be extended for a period equivalent to the duration of the force majeure event. If the force majeure event extends over 120 days, or regarding the circumstances, it is obvious that it will extend over 120 days, the part not affected by such event shall be entitled to terminate the Contract by notifying the other party.

NULLITY

78. Whenever any of the provisions of the Contract or of these GPC are declared invalid, void or unenforceable either totally or partially, such invalidity, nullity or unenforceability shall not extend to the remaining provisions agreed upon, which shall remain valid.

79. The parties agree to replace any clause which is declared invalid, void or unenforceable with another valid clause which is as similar as possible to the original in terms of purpose.

DURATION AND TERMINATION

80. These GPC shall take effect at the moment they are signed and shall remain valid for the duration of the commercial relationship between the Buyer and the Supplier.

81. This Contract/Purchase Order is subject to the following automatic condition: (i) if the prototypes of the products and / or services described in the Purchase Order are reproved by the Buyer or (ii) otherwise, if the Supplier is not duly homologated by the Buyer. Any and all deliveries under this Purchase Order will be automatically suspended and/or canceled from the disapproved date of the prototype and / or non-approval of the Supplier, as appropriate, without any cost or liability for the Buyer. The Buyer will be automatically released to comply with any obligation from this Contract/Purchase Order, without any obligation to pay compensation or penalty is charged to the Buyer

82. The Buyer or the Supplier may totally or partially cancel the Contract, without incurring any cost, by providing written communication to the defaulting party, in any of the following cases: (i) material breach by the defaulting party of any of the clauses contained in the Contract; (ii) whenever the defaulting party becomes unincorporated or is declared bankrupt, insolvent or in receivership; (iii) any legal situation which limits the capacity of the defaulting party to manage or dispose of its assets and which negatively affects the compliance with the obligations under the Contract (among others: being unable to pay its debts, passing a resolution for its winding up or a court of competent jurisdiction making an order for the party to be wound up or dissolved, the appointment of an administrator of or, the making of an administration order or the appointment of a receiver or an administrative receiver).

83. The Buyer may totally or partially cancel the Contract, without incurring any cost, by providing written communication to the Supplier, in any of the following cases (i) whenever, in the opinion of the Buyer, the delays in the manufacturing, assembly or execution processes could jeopardise the scheduled delivery times and/or the quality levels specified in the Contract were not achieved; (ii) in the event of a "Change of Control" of the Supplier as defined by the Brazilian Corporate Law.

APPLICABLE LAW AND JURISDICTION

84. The Contract and all relationship between the parties by virtue of that contained in the same shall be governed by the laws of Brazil, in accordance with which any interpretation shall be made.

85. The Buyer and the Supplier, waiving their rights to any other forum to which they may be entitled, expressly submit any dispute arising out of the interpretation, validity or performance of these GPC and/or any Contracts related to the same to the Courts and Tribunals of the City of São Paulo, State of São Paulo (Brazil). In any case, the Buyer reserves the right to submit any dispute with the Supplier to the Courts and Tribunals of the registered address of the Supplier, or to the Courts and Tribunals of the place of delivery of the Goods.

SUPPLIER CODE OF CONDUCT

The Buyer sets up minimum values to guarantee that activities and practices of the Supplier respect human rights and fundamental liberties in accordance with, at least, the Universal Declaration of Human Rights and the principles comprised in the eight main International Labour Organization´s Conventions (ILO). Taking into consideration the circumstances, the Supplier shall respect any other additional rules and standards. The Supplier shall ensure that this Code of Conduct is properly deployed through all its value chain.

86. Prohibition of forced labor: The Supplier will not tolerate, will not participate nor benefit of any form of forced labor, including bonded labor, debt bondage, forced prison labor, slavery or human trafficking. All employment is voluntary, and all workers are free to leave the job at any time or terminate their contracts.

87. Prohibition of child labor: The Supplier will not tolerate, will not practice nor support the use of child labor. The term "child" refers to anyone under 15 (or 14 if permitted by national law), or that is not the age for completing compulsory education, or do not have the minimum age to work in the country, the greater of them.

88. Non-discrimination: The Supplier will not tolerate, will not practice nor support any kind of discrimination based on race, color, age, sex, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership or marital status in contracts, living wages and labor practices related to employment practices such as promotions, bonuses, access to training, dismissal or retirement.

89. Respect to the freedom of association and collective bargaining: The Supplier will respect the rights of workers to associate freely, join or not join labor unions, seek representation, join workers' councils in accordance with local law and to bargain collectively with the company or its representatives. The Supplier guarantees that the representatives and any employee involved in organizing workers, are not subjected to discrimination, harassment, intimidation or retaliation for being members of a union or participating in union activities, and that such representatives have access to their affiliates in the workplace. When the rights of freedom of association and collective bargaining are restricted by law, appropriate channels should be designed to ensure fair and independent practice.

90. Fair treatment: The Supplier will not tolerate, will not practice nor support acts of physical, verbal, sexual or psychological harassment, abuse or threats in the workplace. The Supplier will define policies and disciplinary procedures to be properly communicated to all working people and will take measures to prevent such acts and repair where applicable.

91. Fair wages: The Supplier will ensure that the recruitment process is fair and provides a living wage to all employed persons in compliance with all applicable laws and industry standards on wages, including those relating to minimum wages, ensuring that are sufficient to meet basic needs and to offer some discretionary spending capacity.

92. Working hours: The Supplier will ensure that the conditions of the working day, overtime, vacation and permissions are fair and nondiscriminatory, in compliance with all applicable laws and industry standards on overtime, holidays or benefits required by law.

93. Regulatory Compliance health & safety at work: The Supplier will comply with all the provisions of the regulations of Health and Safety at Work, regarding personnel employed directly or indirectly, for the implementation of the Contract and will assume all responsibilities for failure to comply with work duties, workplace accidents and breach of Labour Legislation . The Supplier further commits to inform Gamesa of any serious accident involving their personnel employed or contracted.

94. Safe working conditions: The Supplier will ensure a safe and healthy workplace and will take effective measures to prevent potential accidents and injuries to the health of working people, arising from working activities, associated with them, or arising during that period, minimizing - to a reasonable extent- the root causes of hazards inherent in the working environment, given the current knowledge of the industry and of any specific hazards.

95. Protection against risks: The Supplier will minimize worker's exposure to potential safety hazards through appropriate design controls, engineering control, preventive maintenance and safe working procedures, and will provide ongoing safety training. In cases where hazards cannot be properly controlled by these means, the Supplier will provide to the workers adequate and well-maintained personal protective equipment. The supplier will notify in writing to the employees of the specific hazards of the job performance and the mandatory preventive measures to be taken to avoid those hazards. Furthermore, Supplier will deliver to Gamesa a copy of the letter issued to each worker and signed by them.

96. Regulatory Compliance environmental protection: The Supplier will comply with all the requirements of environmental regulations regarding waste generation and management, discharges, air emissions, noise and pollution prevention of soil. The Supplier will also comply with all regulations on the use and storage of chemicals in the working areas throughout the execution of the Contract and will assume all responsibilities for failure to comply its obligations to the environment. Gamesa may request to the Supplier copies of all documents that prove the right management (contracts with waste disposal firms, authorization and delivery records, etc.) of waste. The Supplier will promptly inform all its employees of the environmental obligations, by legal imperative or by express request of Gamesa that are acquired under the contract.

97. Energy efficiency: In order to minimize energy consumption and reduce greenhouse gases emissions to the atmosphere, the Supplier will report to Gamesa the emissions to the atmosphere for those products supplied annually to Gamesa, via email to: corporate_ehs@gamesacorp.com

98. Environmental Emergencies: The Supplier will ensure that potential situations of emergency and emergency events are identified and evaluated, and their impact minimized by implementing emergency plans and procedures for response.

99. Materials supplied: The Supplier is expected to be "DRC conflict-free". That is, provides no means of production or products containing tin, tantalum, tungsten and / or gold from the region belonging to the Democratic Republic of Congo (DRC), Central African Republic, South Sudan, Zambia, Angola, Congo, Tanzania, Burundi, Rwanda and Uganda. Otherwise the Supplier will notify Gamesa which conflict minerals is and which products are affected.

100. Corruption and bribery: The Supplier will not to tolerate, will not permit nor get involved in any kind of corruption, extortion or bribery in the performance of the business. The Supplier shall ensure the maintenance of highest standards of integrity in all business interactions, adopting a zero tolerance policy to prohibit any form of bribery, corruption, extortion and embezzlement (including the promise, offering, giving or accepting of any bribe). The Supplier will prevent any fraudulent activity by any of its representatives in connection with the receipt of any amount of money from the Buyer or its affiliates. The Supplier warrants and undertakes in relation to any contract with the Buyer and any group company: (i) it has not given and will not give, any gift or commission, and (ii) that has not agreed, and will not agree to pay any fee to any Buyer's employee, agent, servant or representative of Buyer. If the Supplier, or anyone acting on its behalf, is in breach of the foregoing provisions of this paragraph, the Buyer may (i) terminate contracts with the Supplier and/or its affiliates and recover from the Supplier any the amount of any loss suffered by the Buyer resulting from such termination or (ii) recover in full from the Supplier any loss sustained by the Buyer and/or its affiliates as a result of any breach of this section, whether or not the contract has been terminated.

101. Security and surveillance forces: The Supplier will ensure that security and surveillance procedures are in accordance with internationally recognized human rights principles on the implementation of the law and the use of force. The security operations, as well as collaboration with the public and private security forces will be consistent with the laws of each country and with international standards and guidelines as well as with the Voluntary Principles on Security and Human Rights.

102. Fair Competition: The Supplier will maintain fair competition standards of business, advertising and to will exercise responsible taxation, tax filing and paying obligations on time and avoiding double counting.

103. Local communities and indigenous people: The Supplier will consult local communities about the activities, projects, strategies or works affecting their territories and their way of living through a process of Free Prior and Informed Consent (FPIC) through culturally appropriate procedures. The Supplier will ensure not to participate nor benefit from forced relocations.

104. The Buyer reserves the right to require any information and/or make any inspection it deems appropriate in order to guarantee the compliance of Suppliers´ Code of Conduct by the Supplier, without these actions releasing the Supplier from its own exclusive and personal liability. In case of breach of the Code of Conduct by the Supplier, the Buyer shall take any actions it deems appropriate, including suspension and/or resolution of the corresponding contract.

LOCAL CONTENT

105. The Seller represents, warrants and covenants that: (i) the components currently comply and continue to comply with the requirements of the Banco Nacional de Desenvolvimento Economico Social (the "BNDES") local content for the machines Financing Program and equipment (the "FINAME"), which may be in force during the period, including, without limitation, according to the methodology established in the accreditation rule and financing of wind turbines, published in December 2012, and it may be modified and / or replaced in time to time; and (ii) the Seller and components are properly registered and certified in BNDES CFI - " Credenciamento de Fabricantes Informatizado.

106. The Seller shall notify the Buyer BNDES CFI code immediately upon request, along with any documentation, records and information that may be requested by the Buyer as the above. If the Seller becomes aware of any changes to these rules of local content, shall immediately notify the Buyer of such a change. However, in the event of subsequent material change in local content rules regarding the current rule or designed to come into effect from the effective date, the Seller shall (i) comply with such changes as far as possible; or (ii) if the Seller consider such a change material is not feasible, it shall notify the Buyer and, thus, the parties shall mutually agree on how the issue can be resolved including, without limitation, to seek a waiver from BNDES immediately after the publication of and new rules before their entry into force

***Date*:** …… of ……. of 20 …..

***Supplier*:** ……..

Supplier's Registered Office: ……..

Taxpayer's Number (CNPJ/MF):

……

Name of the Authorised Signatory: ……

Passport/I.D. Card Nº: ……

Position: ……..

Signature and Seal of the Supplier

By signing this document the Supplier acknowledges to have received the Gamesa Supplier Quality Manual (GSQM).

Important: All pages must be signed and stamped.