SCOPE

1. This document establishes the general purchasing conditions ("GPC") which govern the supply of all types of goods, equipment and materials ("Goods") and/or the provision of all types of services for the "Order" to the "Supplier" (collectively the "Contracts") to be issued by Siemens Gamesa Renewable Energy Group that orders the Goods or Services from Supplier (SGRE), collectively the "Parties", and each a "Party". Unless otherwise stipulated in any order issued by SGRE, the supply of Goods or provision of Services is subject to these GPC, including documentation, labor (including performance, construction and assembly) and equipment (as well as all related services) that may be required therefor, including, without limitation, materials, tools, models, spares and parts, 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 analyses, insurance, interest, fines, duties and any other charges necessary for the performance of the Order.

QUALITY AND DESCRIPTION

19. Goods and Services supplied shall:

19.1 conform in all respects with the Contract and the Quality Manual Annex; and shall be of good quality, in a new condition, with any sample, drawing, description, specifications and/or requirements provided by SGRE to Supplier;

19.2 be new and unused;

19.3 comply with all applicable laws relating to the Goods and/or the Services, and/or affecting obligations under and the performance of the Contract, including any concerning the manufacture, packaging, storage and delivery of the Goods and/or the performance of the Services.

20. The Goods and Services shall be subject to SGRE's quality assurance system in accordance with ISO 9001 or similar standard. SGRE's suppliers and sub-suppliers shall be assessed accordingly. SGRE's rights and remedies under the Contract are in addition to any available to it at law (including statutory implied terms).

21. Supplier shall be fully responsible for the Goods and/or Services and any inspection or testing by SGRE shall not diminish or otherwise affect Supplier's obligations under the Contract.

22. Supplier shall cooperate with SGRE in all matters relating to the Contract, and comply with all instructions of SGRE including complying with any written or verbal instructions in relation to safety and security while on SGRE's premises.

23. Supplier shall, if requested, supply SGRE with certificates of origin and/or testing as SGRE may require. Such certificates must state the relevant Order numbers together with any item numbers.

INVOCES AND PAYMENT

24. The prices stated in the Order shall be fixed, firm, inclusive of all taxes but excluding value added tax and are not subject to revision. The price shall be stated in the ordering entity's local currency unless otherwise agreed.

25. Invoice shall not be issued before the agreed Date of Delivery. "Date of Delivery" shall mean the time specified in the respective Order for the delivery of any Goods and/or Services or a date mutually agreed by the Parties in written form. For the delivery of Goods the fifteenth day of each month and on the last day of each month or the next working day whenever these fall on a weekend or public holiday. The invoices and accounts shall describe all the legally established requirements and Order number as well as the number(s) of each individual item. In any case such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.

26. If Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery and service.

27. Upon the request of SGRE, invoices shall be grouped in one invoice comprising all deliveries made during a determinable reasonable period of time. 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 prior to the date of its corresponding delivery note. SGRE 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 Supplier any of the damages for late delivery applicable in accordance with these GPC.

28. Unless otherwise specified in the Order, payment shall be made on the first Payment Date after 60 days of the date of receipt of a correctly issued invoice, however, all payments shall comply with the default payment requirements in commercial transaction legislation in force at all times. "Payment Date" shall mean the next pay-out date determined by the payment process schedule of the ordering SGRE entity.

29. Payment does not constitute an acknowledgement that the corresponding deliveries or services were provided in accordance with the Contract (including quantity or quality).

30. SGRE shall in all cases only be deemed to have defaulted on payment should such payment not have been made by the due date and following receipt of an explicit and written dunning notice. Should SGRE default on settlement of an invoice, annual interest on arrears of 5.00% (five point zero percent) p.a. shall be due to the exclusion of any further claims.

31. If Supplier changes its Tax Registration Code, Supplier must forewarn SGRE with a minimum of 45 days notice, in order to allow SGRE to modify existing orders and reissue them with the new Tax Registration Code. SGRE will only accept invoices with the new Tax Registration Code once the Order has been issued again with such new Tax Registration Code.

TERM AND COMPENSATION FOR BREACH

32. Goods and Services shall be delivered on the dates and at the rates and at the places specified in the Contract. No place or delivery date is specified Goods and/or Services shall be delivered to the contracted address of the ordering entity and delivery shall take place within 14 days of the date of the Order. SGRE may delay or alter dates and places by giving Supplier reasonable written notice. Early delivery is not permitted as express in the Order. Delivery shall be complete upon unloading of the Goods at the delivery location.

33. In case Supplier is aware that there is likely to be a delay in delivery or performance (including rectification and replacement) it shall promptly inform SGRE including the reasons for the delay and as far as possible the expected time of delivery. If Supplier does not notify SGRE, Supplier shall be entitled to compensation for any additional costs incurred that could have been avoided if such notification had been made. Supplier shall, at no extra cost to SGRE, take all necessary actions (including overtime work, shifts, etc.) to reduce the delay period to a minimum.

34. Any extra costs incurred in order to meet a delivery or performance deadline shall be borne by Supplier.

35. Delivery and performance dates specified in the Order or otherwise agreed in writing by the Parties shall be of the essence.

36. If the agreed delivery or performance dates are exceeded, SGRE may demand liquidated damages in the amount of 1% of the value of the delayed part of the Order for each commenced day of delay, but not exceeding 15% of the value of the delayed part of the Order. The payment of liquidated damages does not preclude Supplier from taking any other rights or remedies in relation to the delayed delivery or performance and shall not release Supplier from its other contractual or legal obligations arising thereto in connexion with the Contract.

37. If the maximum amount of liquidated damages for late delivery is reached or could have been reached, SGRE shall be entitled to either (i) reduce the volumes for which there was an obligation to order up to the delayed volume or (ii) terminate the Order or part thereof with immediate effect and claim damages.
DELIVERY TO SUPPLIER OF INFORMATION AND MATERIALS

39. SGRE is not responsible for the content of any information, data, drawings, specifications which it makes available to Supplier either with the Order (hereinafter referred to as "Information"). Supplier shall check the information to determine that it is up to date and correct and, if this should not be the case or in case of any possible contradictions, Supplier shall inform SGRE of such without delay in any domain of importance to Supplier. Supplier shall make sure that any such information which is not a part of information given to Supplier by SGRE shall not affect the responsibility of Supplier in relation to its scope of deliveries and Services.

40. Materials provided by SGRE to Supplier ("Materials") remain the property of SGRE and are to be identified and administered separately at no expense to SGRE. Its use is limited to the Orders of SGRE only. In case of any reduction in value or loss, replacement shall be provided by SGRE, provided the reduction in value or the loss is not due to normal wear and tear. Notwithstanding any other provision herein, SGRE may demand the immediate return of SGRE’s assets if Supplier breaches its contractual obligations.

41. Supplier shall carry out all actions necessary in Order to safeguard SGRE’s title to the Materials, especially in the event of bankruptcy procedures.

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

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

DELIVERY OF GOODS AND SERVICES

44. Unless otherwise agreed, delivery shall be DAP INCOTERMS 2020.

45. Supplier warrants that it has good title to the Goods and the Supplier agrees with the SGRE to protect its own intellectual property rights.

46. 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 SGRE, line item on the Order to which the delivery refers, reference to the SGRE’s supplier and any other information referred to in the Order. It is 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 Goods and inform the SGRE forthwith of any defect or non-conformity discovered.

50. If at any time during the course of the Contract, SGRE wishes to vary the Services and/or Goods ordered, Supplier shall, without delay, inform SGRE. Supplier shall provide a written statement as to how the price of the variation or of the Goods will vary in the future or the amount by which it proposes such variation would increase or decrease (i) the dates, times, milestones, and (ii) the changes under the Contract, and such other information as SGRE may reasonably require. All such increases or decreases shall reflect that rates and prices used in the Contract (or where they are not relevant, shall reflect what is fair and reasonable). Supplier will not refuse any reasonable variation requested by SGRE.

48. The implementation of any variation to the Services and/or Goods shall be subject to the written agreement of the Parties. Supplier shall not undertake any such variations unless specifically instructed to do so by SGRE.

49. The quantities set out in the Order shall be adhered to and delivery shall not be completed until the quantity has been delivered. Partial deliveries shall not be permitted unless SGRE has agreed to such in writing. If Goods are delivered to SGRE in excess of the quantities ordered SGRE shall not be liable to pay for the excess, and any excess held by SGRE shall be at SGRE’s risk. Supplier shall promptly settle its own costs and expenses which relate to any rejected Goods held by SGRE shall be at Supplier’s risk. SGRE reserves the right to return any excess quantities or rejected Goods in accordance with the Order or the Contract (or where they are not relevant, shall reflect what is fair and reasonable). Supplier will not refuse any reasonable variation requested by SGRE.

50. Any Services of Supplier shall conform with the highest industry standards and with the use of qualified and trained personnel.

RICHES OF USE

51. Supplier hereby grants SGRE under all applicable intellectual property rights and other rights the following rights to use the Software:

51.1 to use the Goods and Services and any software comprised or included in the Goods and/or Services ("Software") including related documentation to integrate them into other products and to distribute them worldwide;

51.2 to use or allow others to use Software and its related documentation in connection with the installation, launch, testing and operation of the Software;

51.3 to sublicense the right of use under clause 51.2 above to affiliates, other distributors and end-customers;

51.4 to license to affiliates and other distributors the right to sublicense the right of use under clause 51.3 above to affiliates, other distributors and end-customers;

51.5 to use the Software for integration into other products and to copy the Software, or to allow other affiliates or other distributors to use and copy the Software;

51.6 to distribute, sell, hire out, lease, make ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;

51.7 to sublicense the right of use under clause 51.6 above to affiliates and other distributors.

52. In addition to the rights granted in clause 51.4, SGRE, affiliates and other distributors are authorized to make use of Software to the extent necessary for the purpose of providing Services to SGRE and its customers.

53. All sublicenses granted by SGRE must contain appropriate protection for the intellectual property rights of Supplier in the Software. All sublicences must contain any contractual provisions used by SGRE to protect its own intellectual property rights.

54. Supplier shall inform SGRE, at the latest at the time the Order is confirmed - whether the Goods and Services to be delivered contain open source components.

55. “Open source components” shall mean any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g. GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License). Should the Goods and Services delivered by Supplier contain open source components, Supplier shall comply with all applicable open source license terms and shall grant all those rights to SGRE and provide all information which is needed. In particular, Supplier must provide SGRE with all necessary information allowing SGRE to fulfill its obligations.

55.1 a schedule of all open source components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table such as below:

<table>
<thead>
<tr>
<th>Component</th>
<th>License</th>
<th>Version</th>
</tr>
</thead>
</table>

55.2 the complete source code of the relevant open software, including information regarding its environment insofar as the applicable open source license permits.

56. Supplier shall by the time of Order confirmation at the latest inform SGRE in writing whether any open source licenses used by Supplier might be subject to a Copyleft Effect which could affect SGRE or the “Copyleft Effect” means that the provisions of the open source license require that certain of Supplier’s products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open source license, e.g. only if the source code is disclosed. In case of an open source license(s) used by Supplier to which the “Copyleft Effect” applies, Supplier shall be subject to the additional provision that SGRE are entitled to cancel the order within two weeks of receipt of this information and Supplier shall indemnify SGRE for all cost and damage in relation to Copyleft Effect.

WARRANTIES

57. In the Warranty Period, Supplier represents and warrants (i) that the Goods are: (a) fit for the intended purpose and for any special purpose as defined by SGRE to Supplier (b) free from any defects in design, workmanship, raw material or manufacturing; (c) in compliance with specifications, drawings, samples, quality, quantity and any other information or instruction specified in the Order and in any other information or instruction notified by SGRE; (d) new and unused; (e) compliant with any relevant 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 compliance with specifications and any other requirements specified in the Order and in any other information or instruction notified to Supplier; (b) has been correctly and diligently provided by trained and experienced personnel; and/or (c) complies with national and international legislation in force. All declarations and warranties made by Supplier in its brochures, catalogues, sales materials and quality systems will be binding.

58. “Warranty Period” shall be:

58.1 For Goods intended to be used in onshore turbines and/or for Services, the warranty period shall be 30 months from the time of delivery or 24 months from take-over of the relevant wind turbine whichever is earlier.

58.2 For Goods intended to be used in offshore turbines, the warranty period shall be 72 months from the time of delivery of the Goods or 60 months from take-over of the relevant wind turbine, whichever is earlier.

58.3 If Supplier of Goods are intended to be used in onshore or offshore turbines, the warranty period for such Goods shall be 72 months from the time of delivery of the Goods or 60 months from take-over of the relevant wind turbine, whichever is earlier.

58.4 For Goods intended to be used in the area of indirect materials and CAPEX, the warranty period shall be 24 months from delivery or, if applicable, acceptance by SGRE.

59. If SGRE discovers a defect in the Goods before the Goods have left the production facility of SGRE as part of a turbine, then SGRE shall be entitled to return the defective Goods to Supplier at the cost and risk of Supplier and Supplier shall, without delay, tender these Goods to SGRE in good order to repair the defects. In case of postponed or subsequently agreed delivery or performance deadlines the abovementioned liquidated damage shall apply accordingly for these deadlines without any separate agreement being required.

60. SGRE is not responsible for the content of any information, data, drawings, specifications which it may be responsible for Supplier to SGRE with the Order (hereinafter referred to as "Information"). Supplier shall check the information to determine that it is up to date and correct and, if this should not be the case, Supplier need not comply with a deadline in relation to complaints. This shall apply in relation to any deficiencies discovered during inspection upon receipt or acceptance as well as in relation to any complaints which Supplier shall endeavor, however, to notify any deficiencies to Supplier as soon as possible after detection.

PRODUCT LIABILITY

61. If any alleged or actual claim or action is taken against, or threatened to be taken against, Supplier by any third parties based on domestic or foreign product liability law in connection with the Goods and/or Services, SGRE shall notify Supplier of such. Supplier shall indemnify SGRE in full against any claims, liabilities, actions, damages, losses, costs and/or expenses (including lawyers and court costs), suitably proving that SGRE is as a result of Supplier’s act or omissions or threatened action.

62. In addition, Supplier shall be liable to SGRE for all costs incurred by SGRE as a result of measures SGRE reasonably takes in order to prevent any risk, such as but not limited to issuing safety warnings and precautionary recall actions of a defective product. Any costs for the determination of the risk (in particular expert costs) as well as SGRE’s internal administration and processing costs of SGRE shall be borne by Supplier.

INSURANCE

63. Supplier shall take out and maintain an insurance policy required pursuant to the applicable legislation and good practice, as well as those required pursuant to the Contract. In any event, Supplier shall be sufficiently insured against the damages resulting from its Activities and Goods. The minimum coverage for all losses and damages shall be 2.500.000 Euro per event and 5.000.000 Euro in the aggregate (or equivalent amount in ordering entity local currency), unless otherwise agreed. At the SGRE’s request, Supplier shall provide a certificate of the insurance policy and the receipt of payment of the corresponding premium.
CONFIDENTIALITY

68. When Supplier and SGRE disclose information to each other, the Party receiving information marked "confidential" or marked in a similar manner or otherwise confidential by its nature (such information "Confidential Information") shall use such information only for the purpose for which it has been provided and shall prevent third parties from gaining access to it, and treat it the same way as its own business secrets. The term Confidential Information shall include any copies or abstracts of Confidential Information as well as any samples, models, prototypes and parts thereof.

69. Both Parties may disclose Confidential Information to its advisors (e.g. lawyers, accountants) and SGRE's Affiliates or Subcontractor if reasonable required for the implementation and performance of the Contract and provided that they are bound by confidentiality obligations substantially similar as contained in these GPC prior to such disclosure.

70. At the termination of the Contract, each Party shall, upon written request from the other Party, destroy or hand over all of the documents generated and shall not keep a partial or total copy of the same.

71. This confidentiality obligation does not apply to information:

71.1 Which is generally known;

71.2 Which can be shown to have been independently developed by the receiving Party;

71.3 Which has been acquired from a third party without non disclosure obligation to the disclosing Party;

71.4 Which the receiving Party is required to reveal by statutory regulations or governmental or court orders.

72. The provisions of this section shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the receiving Party according to provisions of mandatory law or to the receiving Party's internal compliance guidelines, provided that such Confidential Information or copies thereof shall be subject to an indefeasible confidentiality obligation according to the terms and conditions set forth herein until returned and/or destroyed, as the case may be.

73. The rights and obligations under this section shall survive the completion or termination of the Contract for a period of five (5) years.

74. At SGRE's request, Supplier shall provide SGRE 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 SGRE. The above shall be negotiated on a case-by-case basis, depending on the information required contains industrial secrets or core know-how of Supplier. SGRE shall keep the information supplied confidential in line with the provisions of this section.

INTELLECTUAL PROPERTY RIGHTS AND LIABILITY FOR INFRINGEMENTS

75. Supplier warrants that by use of SGRE of the Goods and/or the Services will not infringe any third party's intellectual property rights.

76. All technologies, processes, methods, formulas, designs, specifications, patents, brands, service brands, trademarks, copyrights, conceptions, design rights, inventions, industrial secrets, know-how, information involving intellectual property rights and industrial property (including, but not limited to, any improvements or alterations and work deriving from the same) hereinafter "Intellectual Property Rights and Industrial Property", delivered by the latter to the Orderer shall remain the exclusive property of SGRE. Supplier agrees to assign all Intellectual Property Rights and Industrial Property to SGRE as a result of the Order to SGRE upon its creation. Supplier warrants that it will not use the Intellectual Property Rights and Industrial Property delivered by SGRE to and/or by-developed by Supplier as a result of the Order for any other purpose than the strict fulfilment of the same, whether it has been executed by Supplier or by an authorized subcontractor.

77. If there is any infringement of third party's intellectual property rights, Supplier shall at its expense either procure the necessary licenses or approvals for SGRE to be lawfully entitled to use the Goods and/or Services, or replace or modify such infringing equipment, material or process of the Goods and/or Services so that it will no longer infringe Supplier indemnify and hold harmless SGRE against all damages, losses or other financial obligations or claims brought by any party due to the alleged infringement by Supplier of intellectual property rights of third parties in respect of the manufacture and supply of the Goods and/or Services.

78. Supplier hereby grants to SGRE an unconditional, license free right to all intellectual property rights owned by Supplier regarding lawful use of the Goods and/or Services. Supplier grants to SGRE an unconditional, license free right to use Supplier's drawings, documents and any hardware and software provided to Supplier under the Contract for any purpose connected with operating, maintaining and repairing of the Goods and/or Services. SGRE may make such copies and/or other derivative works of such intellectual property in order to produce and/or to use, reproduce, distribute, display, perform, translate, communicate to the public, convert into other forms, and perform any such intellectual property under the Contract. SGRE shall not make any copies of Confidential Information as well as any samples, models, prototypes and parts thereof.

79. SGRE is hereby expressly authorized by Supplier to assign to any company of its group all or part of its rights and obligations in a Contract.

80. Any assignment of claims existing in relation to SGRE as well as any set-off of counterclaims is not permitted.

FORCE MAJEURE

82. Neither Party shall be responsible for failure to perform its obligations under the Contract if such failure solely results from a Force Majeure Event.

83. "Force Majeure Event" shall mean the occurrence of an event or condition that is beyond a Party's reasonable control and which could reasonably be considered as natural disasters or catastrophic events such as epidemics, nuclear accidents, fires, flood, typhoons or earthquakes, war, riots, sabotage or terrorism, but not strikes or lockouts of Supplier's or its subcontractor's personnel.

84. The Parties shall notify each other in writing as soon as possible of the occurrence of any Force Majeure Event. Costs and expenses incurred by a Party by reason of a Force Majeure Event shall be borne by that Party.

85. Each Party shall mitigate the effect of such Force Majeure Events on its performance obligation under this Contract. Relief granted to each other shall be limited to an extension of the time of performance to the extent caused by the Force Majeure Event.

86. If any Force Majeure Event continues for more than 90 (ninety) days in the aggregate, SGRE shall have the right, but not the obligation, to terminate this Contract and respective Orders covered under this Contract.

NULLITY

87. If any of the provisions of the Contract or of these GPC are declared invalid, void or unenforceable in whole or in part, such declaration of invalidity, voidness or unenforceability shall not extend to the remaining provisions agreed upon, which shall remain valid.

CODE OF CONDUCT FOR SUPPLIERS AND THIRD PARTY INTERMEDIARIES, SECURITY IN THE SUPPLY CHAIN

88. Supplier is obliged to comply with the laws of the applicable legal system(s) and comply with SGRE's Code of Conduct for Suppliers and Third Party intermediaries ("Code of Conduct") (clause 89 of these GPC). This Code of Conduct defines the basic requirements placed on SGRE's suppliers and third party intermediaries concerning their responsibilities towards their stakeholders and the environment. SGRE reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the SGRE Compliance Program. In such event SGRE expects Supplier to accept such reasonable changes.

89. Supplier and/or third party intermediary declares herewith:

HUMAN RIGHTS:

- Respect the protection of internationally proclaimed human rights and avoid complicity with human rights abuses.
- Non-discrimination
- Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.
- Promote equal opportunities and treatment of employees, irrespective of skin color, race, nationality, ethnicity, political affiliation, social background, disabilities, sexual orientation, marital status, religious conviction, gender or age.
- Respect for Cultures & Communities
- Help foster economic and social development of local communities and ensure full respect for the human rights, dignity, aspirations, culture, and natural resource-based livelihoods in areas in which operations are made.

FAIR OPERATING PRACTICES:

Legal Compliance
- Comply with the laws of the applicable legal systems.
- Anti-corruption and bribery
- Maintain zero tolerance for any form of corruption, extortion or bribery.
- Forbid directly or indirectly offering or granting and requesting or accepting anything of value to government officials or to a counterparty in the private sector with intentions to influence official action or obtain an improper advantage.
- Act in accordance with national and international competition laws and refrain from participating in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
- Avoid all conflicts of interest that may adversely influence business relationships.

Fair Treatment and Supply Chain
- Respect the intellectual property rights of others.
- Notify and promote using reasonable efforts among its suppliers compliance with this Code of Conduct.
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.

LABOR PRACTICES:

Prohibition of Forced Labor
- Avoid all forms of forced and compulsory labor and refuse to employ or make anyone work against their will.

Prohibition of Child Labor
- Employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Conventions 138, employ no workers under the age of 14.

Occupational Health & Safety
- Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
- Establish a reasonable environmental management system.
- Provide training to ensure employees are educated in health & safety issues and have the right to refuse unsafe work.

Basic Human Rights, Working Hours, Wages & Benefits of employees
- Respect the personal dignity, privacy and rights of each individual.
- Comply with the maximum number of working hours outlined in the applicable laws.
- Provide fair remuneration and guarantee the applicable national statutory minimum wage.
- Recognize, as far as legally possible, the right of free association and collective bargaining.
- Neither favor nor discriminate against members of employee organizations or trade unions.

ENVIROMENTAL PROTECTION:

- Act in accordance with the applicable statutory and international standards regarding the environment.
- Establish a reasonable environmental management system.

Conflict Minerals
- Take reasonable efforts to avoid in its products the use of raw materials which directly or indirectly finance armed groups who violate human rights.

90. SGRE reserves the right to require any information and/or make any inspection it deems appropriate in order to guarantee the compliance of the Code of Conduct by Supplier. In addition to other rights and remedies SGRE may have, SGRE may terminate the Contract and/or any Order issued thereunder in case of breach of the obligations under this clause by Supplier. However, provided that Supplier's breach of Contract is capable of remedy, SGRE's right to terminate is subject to the provision that such breach has not been remedied by Supplier within a reasonable grace period set by SGRE.

91. Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO (World Customs Organization) SAFE Framework of Standards (e.g. AEO, C-TPAT). Supplier shall protect the Goods and Services provided to SGRE or provided to third parties designated by SGRE against unauthorized unauthorized

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access and manipulation. Supplier shall only deploy reliable personnel for those Goods and Services and shall obligate any sub-suppliers to take equivalent security measures.

ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE, DANGEROUS GOODS

92. Supplier shall ensure, that Goods will comply with the current and future – as far as such future requirements are already foreseeable – product related environmental laws applicable for the respective Goods and/or Services.

93. If Supplier delivers Goods containing substances listed in the “Siemens Gamesa – Substance regulation list applicable at the time of the Order which are subject to statute-protected substance regulations or to other environmental provisions (e.g. REACH, RoHS, F-Gas), Supplier shall declare such substances towards SGRE. This declaration shall be done within the Procurement Master Data Form (PMDF) or Vendor Declaration or within a declaration letter to Procurement contact person and shall be updated at least annually at the time of Order confirmation.

94. Supplier shall provide Safety Data Sheets and labels for chemical products in the format and the languages agreed upon between Supplier and SGRE, depending on where and in how many countries the chemical product will be imported. Supplier shall declare such safety data sheets with required transport of dangerous goods/hazardous material information, special provisions and e.g. test summaries according to the requirements of the IMDG code, the IATA regulation and other relevant ground transport standards (e.g. ADR, CFL).

95. Supplier shall provide to SGRE in writing all data, instructions and warnings as are required to comply with all applicable laws relating to health, safety and the environment in relation to the Goods and/or Services.

96. All notices required or permitted under the provisions of this Contract or by law to be served upon or to be given to any third party, must be in writing and in the English language.

CONTROL AND FOREIGN TRADE DATA REGULATIONS

98. For all Goods to be delivered and Services to be provided according to the Contract, Supplier shall ensure in all cases, effective control, customs and foreign trade regulations ("Foreign Trade Regulations") and shall obtain all necessary export licenses, unless SGRE or any party other than Supplier is responsible for the export licenses pursuant to the applicable Foreign Trade Regulations. In particular, Supplier represents and warrants that none of its Goods nor its Services provided under this Contract contain Goods and/or Services restricted for import under the Foreign Trade Regulations. Supplier shall comply with all requirements of the US Export Administration Regulations (EAR) and the Commerce Control List (ECCN) at the time of delivery (such as 992.3, 993.5, 992.6).

99. Supplier shall implement appropriate standards, processes and methods to prevent, identify, mitigate, monitor and control risks associated with the Goods and/or Services. Supplier shall maintain a system of continuous improvement that is based on the systemic identification, assessment and prioritization of all activities in the process of delivering Goods and Services to SGRE. Supplier shall comply with all applicable laws relating to health and safety and use its best efforts to achieve that its subcontractors and suppliers shall, in no case be sent later than the date of Order confirmation.

100. In any case of alterations to origin and/or characteristics of Goods and Services and/or to the country of origin (non-preferential origin); and

101. If SGRE discovers non-compliance with health and safety requirements described in (a), (b), (c), (d), (e) or (f) or Supplier shall immediately inform SGRE and shall, without undue delay, execute root cause analysis of the incident; and (ii) determine appropriate measures to prevent similar incidents in the future, (iii) define time periods for the measures to be implemented and (iv) provide with a written report containing sufficient detail on the root cause, the measures determined and the time periods defined. Supplier shall support any additional investigation conducted by SGRE.

105. Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section.

106. Upon SGRE request, Supplier shall provide written evidence of its compliance with this section including generally accepted audit reports (e.g. SSAE-16 SOC 2 Type II).

PERSONAL DATA PROTECTION

107. Personal data may only be processed where such is required for, clear and defined legitimate purposes. In the event that for the provision of Services or for the purpose of the Contract it becomes necessary to process personal data on behalf of the Parties, the Parties agree to process personal data in compliance with applicable data protection laws and regulations, and any agreement thereunder.

108. If the purpose of the Contract does not involve the commissioning of processing of personal data and either Party gets access to personal data owned by the other, it shall be obliged to comply with the obligation of secrecy, confidentiality and the duty to fulfil all obligations under applicable Data Protection Law(s).

SUPPLEMENTARY PROVISIONS

109. Insofar as the provisions of these GPC do not regulate certain matters, relevant statutory provisions shall apply.

OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT

110. Supplier shall comply with all applicable laws relating to health and safety and use its best endeavors to (a) minimize and where possible, eliminate hazards for the health and safety of the personnel employed by Supplier and Supplier’s direct or indirect subcontractors for the performance of the Services ("Personnel") and (b) to ensure that no persons are on the work site, including Personnel, SGRE’s personnel and visitors, suffer any injury. Supplier shall (i) comply with all SGRE’s (amend)ments to the site’s occupational and environmental policies and requirements, and (ii) notify Supplier to from time to time and (i) prior to attending any familiarization itself with the same.

111. Before the commencement of the Services, Supplier shall provide SGRE a Safe System of Work comprising a written risk assessment(s) that (a) analyses all potential hazards for the health and safety of the Personnel arising out of the Services, and the environment and (b) determines measures to minimize and if possible eliminate such hazards and further, shall provide a documented safe work method statement which reflects the risk assessment(s) and describes in a logical sequence exactly how the work is to be carried out in a safe manner and without risks to health. It shall include all the risks identified in the risk assessment and the measures needed to control those risks. The Supplier shall comply with all requirements of the US Export Administration Regulations (EAR) prior to commencement of the Services that the documentation provided in accordance with this clause is accepted by SGRE. A copy of the Safe System of Work shall be available for all personnel at the point of work. Supplier shall ensure that all posted signs and notices (including those of subcontractors Supplier engages) (a) are competent to undertake the work by reason of training and/or experience (and the Supplier shall provide documentary evidence of such experience and training to SGRE, if requested), and (b) take part in any SGRE site-specific safety training and receive the appropriate personal protection equipment before starting work on the site. Supplier shall ensure that the Personnel make use of the personal protection equipment in the appropriate manner and that such equipment is maintained in good working order at all times.

112. SGRE reserves the right, at its sole discretion, to bar any Personnel from the site and/or to suspend the execution of the Services for security, health and safety reasons, at any time without any liability.

113. Supplier shall appoint a competent person as its representative for environmental, health and safety "(Supplier EHS Representative)" and shall ensure that the Supplier EHS Representative takes part in safety discussions arranged by SGRE at all times.

114. Supplier shall regularly monitor compliance with statutory and contractual health and safety provisions (including safety measures in connection with the Services) and (ii) determine appropriate measures to prevent similar incidents in the future, (iii) define time periods for the measures to be implemented and (iv) provide with a written report containing sufficient detail on the root cause, the measures determined and the time periods defined. Supplier shall support any additional investigation conducted by SGRE.

115. If SGRE produces an environmental health and safety document for the site ("EHS Plan") SGRE will provide Supplier with a copy of the EHS Plan. Supplier shall confirm receipt thereof in writing and confirm that Supplier’s regulations contain the same or similar measures which Supplier SGRE may produce as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors contracted to perform the Services commit themselves to the EHS Plan and its updates.

116. In addition to any other rights SGRE may have, in the event of Supplier’s material or repeated failure to comply with the statutory and contractual health and safety obligations, Supplier shall immediately inform SGRE and shall, without undue delay, execute root cause analysis of the incident; and (ii) determine appropriate measures to prevent similar incidents in the future, (iii) define time periods for the measures to be implemented and (iv) provide with a written report containing sufficient detail on the root cause, the measures determined and the time periods defined. Supplier shall support any additional investigation conducted by SGRE.

117. If Supplier produces an environmental health and safety document for the site ("EHS Plan") SGRE will provide Supplier with a copy of the EHS Plan. Supplier shall confirm receipt thereof in writing and confirm that Supplier’s regulations contain the same or similar measures which Supplier SGRE may produce as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors contracted to perform the Services commit themselves to the EHS Plan and its updates.

118. Supplier shall be responsible for all Personnel trained or briefed in the accepted Safe System of Work and any site specific HSE requirements as may be provided in order to obtain a working knowledge of the HSE risks and controls that relate to the intended safe work methodology.

119. Supplier shall regularly review the Safe System of Work to ensure it is up to date and continues to comply with all HSE requirements which are applicable to the Services or work site. Supplier shall ensure all Personnel are advised of any changes and any obsolete copies or documents are removed from site.

120. Supplier shall, at its own expense, supply all Personnel, where required, in connection with the safe performance of the work, with suitable and sufficient protective clothing and other protective equipment. This shall be maintained in good condition or replaced, and shall be worn at all times where required to manage potential injury hazards associated with any work activity under this Contract. Supplier shall ensure that all Personnel and visitors wear protective clothing and equipment in the appropriate circumstances, even if not actively engaged in the work.
123. Supplier shall ensure that all plant, tools and equipment (including without limitation the safety and industrial hygiene equipment) used by all Personnel in the performance of the Services are suitable for use for the particular task or tasks for which they are to be used, are maintained in safe and operable condition and that users of the plant, tools and equipment are trained, experienced and where necessary, licensed and certified to operate them.

TERMINATION

124. SGRE may terminate this Contract with immediate effect by notice in writing to Supplier if:
124.1 Supplier is in material breach and, in the case of breach capable of remedy, fails to remedy the breach as soon as reasonably possible and in any event within fourteen (14) days of being asked to do so in writing. If a breach cannot be remedied, SGRE may terminate the Contract immediately;
124.2 Supplier is unable to pay its debts as they become due, ceases or threatens to cease business, or commits an act of insolvency/bankruptcy, or it or a third party takes action for it to go into liquidation unless this is to reconstruct or merge the company, or if an administrator, administrative receiver, receiver or manager is appointed of any part of its business, or if anything analogous to any of those events occurs in any jurisdiction;
124.3 in the reasonable opinion of SGRE a material change in the financial position of Supplier occurs which is likely to affect Supplier’s ability to perform its obligations under the Contract; or
124.4 there is a change in control of Supplier which in the reasonable opinion of SGRE adversely affects the position, rights or interests of SGRE.

125. SGRE may terminate this Contract at any time for convenience by notice in writing.

126. On termination of the Contract, SGRE shall be entitled to have delivered to it all finished Goods manufactured by Supplier, and all work in progress, at the date of termination. If termination is affected pursuant to clauses 111.3 or 111.4 or 112, SGRE shall reimburse Supplier the price of all such finished Goods and a fair and reasonable sum in respect of all such work in progress. This shall be Supplier’s sole and exclusive remedy in the event of termination of the Contract pursuant to those clauses.

LAW AND VENUE

127. The Contract and any supply of Goods and Services stipulated thereunder shall be governed by the laws applicable in the country in which the SGRE ordering entity has its registered office, without regard to principles of conflicts of laws and excluding the application of the UN-Convention on Contracts for the International Sale of Goods.

128. If disputes controversies or claims arising out of or in connection with the Contract, including any dispute as to the validity, the responsible representatives of the Parties to the dispute shall attempt, in fair dealing and good faith, to settle such. Disputes which are not resolved pursuant to the above shall be solved by arbitration in the country or jurisdiction of the ordering entity. The language to be used in the settlement negotiation and arbitration proceeding shall be English.

COUNTRY SPECIFIC PROVISIONS

Delivery of goods and services

129. If requested by the SGRE, 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 label "FIRST PROTOTYPE"