

## 1. Use, Order and Confirmation of Order

- 1.1 The Danish Sale of Goods Act (Købeloven) applies with the changes which follow from below terms of the order and any other written agreement. Unless Siemens Gamesa Renewable Energy A/S (hereinafter called the Customer) explicitly has accepted the Supplier's terms and conditions these do not apply to any part of this purchase. Acceptance of delivery or service as well as payments does not constitute acceptance of supplier's terms and conditions.
- 1.2 The Customer may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.
- 1.3 The following conditions shall apply to the carrying out of any order. If the terms of the confirmation vary from the terms of the order, the Customer is only bound thereby if it agrees to such variation in writing.

## 2. Rights of Use

- 2.1 The Supplier hereby grants the Customer the following non-exclusive, transferable, worldwide and perpetual rights:
  - 2.1.1 to use the deliveries and services including related documentation, to integrate them into other products and to distribute them worldwide;
  - 2.1.2 to use or allow others to use software and its related documentation (hereinafter collectively referred to as "Software") in connection with the installation, launch, testing and operation of the Software;
  - 2.1.3 to sublicense the right of use under section 2.1.2 above to affiliates, other distributors and end-customers;
  - 2.1.4 to license to affiliates and other distributors the right to sublicense the right of use under section 2.1.2 above to end-customers;
  - 2.1.5 to use the Software for integration into other products and to copy the Software, or to allow affiliates or other distributors to use and copy the Software;
  - 2.1.6 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;
  - 2.1.7 to sublicense the right of use under section 2.1.6 above to affiliates and other distributors.
- 2.2 In addition to the rights granted in section 2.1 above, the Customer, affiliates and other distributors are authorized to allow end customers to transfer Software licenses.
- 2.3 All sublicenses granted by the Customer must contain appropriate protection for the intellectual property rights of the Supplier in the Software. All sublicenses must contain any contractual provisions used by the Customer to protect its own intellectual property rights.
- 2.4 The Supplier shall inform the Customer - at the latest at the time the order is confirmed - whether the products and services to be delivered contain "open source software".

In the context of this provision "open source software" means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute such software. By means of example and without limitation, Open License Terms include the following licenses: the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License or the MIT License. Should the products and services delivered by the Supplier contain open source software, the Supplier must deliver to the Customer at the latest at the time the order is confirmed the following:

- The source code of the relevant open source software, insofar as the applicable open source conditions require the disclosure of this source code
- A schedule of all open source files used, indicating the relevant license and including a copy of the complete text of such license
- A written declaration that through the intended use of the open source software neither the products of the Supplier nor the products of the Customer will be subject to a "Copyleft Effect". In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of the Supplier's products, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed.

Should the Supplier not indicate until after receipt of the order that its products and services contain open source software, then the Customer is entitled to cancel the order within 14 days of receipt of this information and provision of all the information contained in the above paragraph.

## 3. Term and Compensation for Breach

- 3.1 For the purposes of establishing the timeliness of delivery (including replacement delivery) the relevant point in time is the date of receipt at the place of receipt designated by the Customer, and for deliveries involving erection or assembly as well as for services (including rectification) the relevant point in time shall be the date of acceptance by the Customer of the delivery.
- 3.2 In case of any recognizable delay in delivery or performance (including rectification and replacement) the Customer shall be informed without delay including the reasons for the delay and as far as possible the expected time of delivery.
- 3.3 Any extra costs incurred in order to meet a delivery or performance deadline, shall be borne by the Supplier.
- 3.4 In the event of non-compliance with the agreed delivery or performance deadlines, the Customer may rescind the contract and claim damages, as any delay is considered significant.
- 3.5 If the agreed deadlines are exceeded, the Customer may demand a liquidated damage at the amount of 1% for each commenced day of delay, but not exceeding 10% of the total contract amount. The payment of a liquidated damage by the Supplier shall not affect any other contractual or legal rights based on late delivery or performance and shall not release the Supplier from its other contractual or legal obligations arising from the order.
- 3.6 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. Notification from the Supplier to the Customer of a delay or postponement does not entail that the agreed liquidated damage lapses.
- 3.7 The liquidated damage may be applied irrespective of whether the Customer accepts any delivery, services or performance with reservation for liquidated damage or not.

## 4. Deliveries and Services of the Supplier

- 4.1 The quantities set out in the order shall be adhered to and delivery shall not be deemed to have taken place until the full agreed quantity has been delivered. Partly deliveries shall not be allowed unless the Customer has agreed to such in writing. The Customer reserves the right to return any excess quantities to the Supplier at the Supplier's expense, and in case of an insufficient quantity of goods being supplied the Customer may insist on the delivery of the ordered quantity or rescind the contract. Upon request the Supplier shall reimburse the Customer for any costs incurred in relation hereto.
- 4.2 The Supplier warrants that delivery of goods will be in accordance with the contract and that the goods are in perfect condition, free of any defect including defects of title or other deficiency, and that the goods have been produced with raw materials free of any defect and that the goods are fully functional without limitation and fit for the intended purpose. The Customer may return any defective goods to the Supplier at the Supplier's cost and demand replacement in accordance with the order.
- 4.3 Any services of the Supplier shall be provided with the greatest care with the use of qualified and trained personnel.
- 4.4 Deliveries and services of the suppliers and the sub-suppliers shall be subject to the Customer's quality assurance system in accordance with ISO9001 / EN29001. The Customer's suppliers and sub-suppliers shall be assessed accordingly.

## 5. Transfer of Benefit and Risk

- 5.1 For deliveries involving installation, commissioning or other services risk shall transfer to the Customer on acceptance of delivery of the service. For deliveries not involving services risk shall transfer to the Customer upon receipt by the Customer at the place of receipt designated by the Customer.
- 5.2 For deliveries involving installation, commissioning or other services, benefit of the goods and services shall transfer to the Customer as soon as provided and for deliveries not involving services, benefit of the goods shall transfer to the Customer upon receipt by the Customer at the place of receipt designated by the Customer.

## 6. Packing and Dispatch

- 6.1 Packing shall be suitable for the goods and the intended method of transport. The packing shall ensure protection against any damage, soiling and moisture during transport and storage. In this regard environmentally-friendly packing materials are to be favored. Any loss or damage to goods resulting from defective or improper packing shall be borne by the Supplier.
- 6.2 Unless otherwise agreed, the costs of delivery and packaging shall be borne by the Supplier. For pricing ex works of the Supplier, transport shall in each case be at the lowest possible cost, unless the Customer has requested a particular method of delivery. Any supplementary costs arising from non-conformity with the transport requirements shall be borne by the Supplier. Where the price is quoted free to the recipient, the Customer may also determine the method of transportation.

6.3 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number and Purchase Order number. Notice of dispatch shall be provided immediately with the same information.

## 7. Invoices

7.1 Invoices may not be issued before the agreed Date of Delivery and until the delivery has been completed and delivered in full accordance with the order. The order number, Purchase Order number as well as the number of each individual item shall be detailed in invoices. In case any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.

## 8. Payment

8.1 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. "Payment Date" shall mean the 15th day of a month or, in the event the 15th day of a month is a non-working day, the next working day.

8.2 Is the Supplier 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.

8.3 If the delivered goods and services ascertain deficiencies, the Customer undertakes to pay when all deficiencies of the delivered goods and services are remedied.

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

8.4 Customer 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 Customer default on settlement of an invoice, annual interest on arrears of 5.0% (five point zero percent p.a.) shall be due to the exclusion of any further claims.

## 9. Inspections

9.1 The Supplier shall inspect the delivery for quantity and quality before dispatch.

9.2 The delivery shall be inspected by the Customer as soon as possible after receipt on the basis of random samples in relation to the type of delivery as well as quantity and any externally-recognizable transportation damage or other externally-recognizable deficiencies.

9.3 The Supplier hereby declares that it agrees to accept any complaints of the Customer within the warranty period as being made within time without any need to 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 hidden deficiencies. The Customer shall endeavor, however, to notify any deficiencies to the Supplier as soon as possible after detection.

## 10. Warranty

10.1 Rectification or replacement shall be carried out by the Supplier at the choice of the Customer. The Supplier shall be liable for any and all costs, expenses and damages resulting directly to the Customer by way of deficient deliveries or services. This shall also apply in case of service contracts.

10.2 Until proved to the contrary, during the entire warranty period it shall be assumed that any deficiency existed at the time of the transfer of risk.

10.3 The Customer reserves the right to retain any payment in whole or in part until, (i) the Supplier has completely fulfilled its duty to rectify the deficiency or deliver replacement goods in accordance with the contract, or (ii) the parties have agreed on other alternative measures in a binding manner.

10.4 Notwithstanding the transfer of risk, from the time of the Customer's notification of a deficiency the Supplier shall bear the risk for deficient deliveries, including accidental loss or destruction.

10.5 If the Supplier does not carry out rectification or provide replacement delivery within a reasonable time set by the Customer, the Customer may, at the expense of the Supplier, undertake any rectification or replacement itself. The same apply if the supplier is delayed carrying out the rectification. Any deficiency in deliveries or services which the Supplier has already tried to remedy may be rectified immediately by the Customer itself at the expense of the Supplier or it may arrange for such to be rectified by third parties immediately at the expense of the Supplier without the need to set a further deadline. The same shall apply if the Customer has a particular interest in immediate rectification or replacement delivery in case of urgency or in order to avoid delay itself.

10.6 The warranty period shall be five (5) years, however, six (6) years for construction material.

10.7 The warranty period shall commence at the time of the transfer of risk (section 5). In case of delivery to a place at which the Customer is carrying out orders outside of its factory or premises, the warranty

period begins with the acceptance by the end customer of the Customer, but no later than one year after the transfer of risk.

10.8 In case the Supplier has redelivered or rectified in terms of the warranty, the warranty period shall start anew. The warranty period shall extend for the period during which the deliveries cannot be used to the full extent as a result of deficiencies.

10.9 Inspections, directions or instructions by the Customer or by any person acting on behalf of the Customer shall not limit the right to claim under the Contract, in particular with regard to deficiencies. In case the Supplier does not regard the inspections, directions or instructions as being reasonable or has other reservations against such, the Supplier shall notify the Customer of such without delay in writing and make suggestions for improvement.

## 11. Liability for Intellectual Property Right Infringements

11.1 The Supplier guarantees that no intellectual property rights, including but not limited to copyright, constitute a hindrance for any use.

11.2 In the event that any third party makes any claims against the Customer or an end customer of the Customer in relation to an alleged infringement of intellectual property rights, the Customer shall inform the Supplier of such. The Supplier shall indemnify the Customer against all costs (including lawyers and court fees) and justified claims of third parties, which are related to the Supplier's infringement of the intellectual property rights of third parties.

11.3 In addition the Customer may demand that the Supplier at its own expense and without delay either (i) obtains a right of use from the party in control of the intellectual property right or (ii) changes those parts of delivery infringing the intellectual property rights or exchanges such for parts which do not infringe the intellectual property rights.

11.4 The right of the Customer to enforce any further legal claims shall not be affected by this condition.

## 12. Subcontracting to Third Parties

12.1 Subcontracting to third parties are not allowed without the prior written consent of the Customer. If such does occur it shall entitle the Customer to cancel the contract in whole or in part and claim damages. Upon demand the Supplier shall make available to the Customer a list of the subcontractors used in connection with its deliveries and services.

## 13. Provided Material

13.1 Material provided by the Customer to the Supplier remains the property of the Customer and is to be stored, identified and administered separately at no expense to the Customer. Its use is limited to the orders of the Customer only. In case of any reduction in value or loss, replacement shall be provided by the Supplier.

13.2 Any processing or transformation of the material assigned to the Supplier shall take place for the Customer. The Supplier shall store the transformed product separated from the rest of its products so that the ownership of the Customer can be determined unambiguously.

## 14. Tools, Patterns, Samples, Information, Confidentiality etc.

14.1 Any tools, patterns, samples, models, profiles, drawings, standard sheets, printing layouts, gauges and similar objects (hereinafter referred to as "Customer's Material") shall remain the property of the Customer and may not be provided to any third party as well as any objects made therefrom without the written approval of the Customer. Furthermore such may not be used for any purpose other than those of the contract. The Supplier shall protect Customer's Material against unauthorized access and shall label such as the property of the Customer. In the event of any reduction in value or loss of Customer's Material the Supplier shall replace such, provided the reduction in value or the loss is not due to normal wear and tear. Notwithstanding any other rights, the Customer may demand the immediate return of Customer's Material if the Supplier breaches its contractual obligations.

14.2 The Customer is not responsible for the content of any information, data, drawings, specifications and materials which it makes available to the Supplier in connection with the order (hereinafter referred to as "Information"). The 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, the Supplier shall inform the Customer of such without delay in writing and shall seek clarification as to how to proceed. The incorrectness of any Information shall not affect the responsibility of the Supplier in relation to its scope of deliveries and services.

14.3 The Supplier shall not make available to third parties any Information obtained from the Customer and shall use Information only for the carrying out of the order. The Supplier shall make Information available only to those employees who need the Information for the fulfillment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. Should the Customer approve any transfer of orders to third parties, such shall be made subject to a corresponding duty in writing.

## 15. Product Liability

15.1 If the Customer is made subject to any claims by third parties based on domestic or foreign product liability law in connection with

deliveries by the Supplier, the Customer shall notify the Supplier of such. The Supplier shall indemnify the Customer against all such claims of third parties as well as the costs (including lawyers and court costs), provided such are caused by a deficiency in the deliveries from the Supplier.

16.2 In addition, the Supplier shall reimburse the Customer for all costs caused thereby as a result of measures the Customer must take in order to prevent any risk, such as but not limited to warnings or precautionary recall actions of a defective product. Any costs for the determination of the risk (in particular expert costs) as well as the Customer's internal administration and processing costs of the Customer shall be borne by the Supplier.

#### **16. Assignment of Claims / Set-off**

16.1 Any assignment of claims existing in relation to the Customer as well as any set-off of counterclaims is not permitted.

#### **17. Inability to Pay/Insolvency of the Supplier**

17.1 Should the Supplier cease to make payments, in the case of suspension of payments, if insolvency proceedings are commenced or a bankruptcy petition is filed, the Customer may terminate the contract in whole or in parts. In the event of termination the Customer may continue to utilize existing facilities, deliveries and services already performed by the Supplier in exchange for reasonable payment.

#### **18. Code of Conduct for Siemens Suppliers, Security in the Supply Chain**

18.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, the Supplier will take responsibility for the health and safety of its employees, the Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote "Code of Conduct for Siemens Suppliers and Third Party Intermediaries" among its suppliers.

18.2 The 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 SAFE Framework of Standards (e. g. AEO, C-TPAT). The Supplier shall protect the goods and services provided to the Customer or provided to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

18.3 In addition to other rights and remedies the Customer may have, the Customer may terminate the contract and/or any purchase order issued thereunder in case of breach of the obligations under this section 18 by the Supplier. However, provided that Supplier's breach of contract is capable of remedy, Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by Customer.

#### **19. Environmental Protection, Duties to Declare, Dangerous Goods**

19.1 Should the Supplier deliver legally permissible products, substances of which are set out in the so-called "Siemens List of Declarable Substances" applicable at the time of the order or which are, however, subject to statutorily-imposed substance restrictions and/ or information requirements (e. g. REACH, RoHS), Supplier shall declare such substances and provide information as requested in the web database BOMcheck ([www.BOMcheck.net](http://www.BOMcheck.net)) or in a reasonable format provided by Customer no later than the date of first delivery of products. With respect to statutorily imposed substance restrictions the foregoing shall only apply with respect to laws which are applicable at the registered seat of Supplier or Customer or at the designated place of delivery requested by Customer.

Furthermore, Supplier shall also declare all substances which are set out in the so-called "Siemens list of declarable Substances" applicable at the time of the order in the manner described above.

19.2 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier will inform the Customer hereof in a form agreed upon between Supplier and Customer, but in no case later than the date of order confirmation.

#### **20. Export Control and Foreign Trade Data Regulations**

20.1 Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). Supplier shall advise Customer in writing within two weeks of receipt of the order - and in case of any changes without undue delay - of any information and data required by Customer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and

- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and

- the country of origin (non-preferential origin); and - upon request of the Customer - Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

20.2 The Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of the obligations according to 20.1, unless Supplier is not responsible for such breach.

#### **21. Reservation Clause**

The Customer shall not be obligated to fulfill the agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions, unless Customer was or should have been aware of these obstacles when the agreement was concluded.

#### **22. Supplementary Provisions**

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

#### **23. Disputes and Applicable Law**

23.1 Any disputes, differences of opinion or claims arising out of or in connection with the contract including its validity, invalidity, ending, breach or dissolution shall be finally settled by way of arbitration in Copenhagen in accordance with the rules set out by The Danish Arbitration Institute (Voldgiftsinstitutet) which are valid at the commencement of the arbitration proceeding.

23.2 Danish law shall apply, however, excluding any choice of law provisions and excluding the provisions of the United Nations Law on the Sale of Goods of 11.4.1980.