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 ("Services") by suppliers ("Supplier") to the legal entity 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 scope and price of the supply of Goods or provision of Services is understood as including documentation, labor (including performance, construction and assembly) and/or equipment, including software ("Software") and/or any development work, parts, raw materials and semi-finished products, insurances, consumable goods, transport, packing and labeling, accessories, devices, cranes and other necessary tools, any type of expenses, payments for intellectual property, costs deriving from modifications or other specifications certified in the Order, exchange rates, taxes, duties and any other charges necessary for the performance of the Order.

2. In these GPC references to any statute or statutory provision shall, unless the context otherwise requires, be construed as statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

3. In these GPC the words "including" and "and/or" shall be construed as if followed by the words "without limitation".

ORDER OF PRIORITY

4. The agreement between SGRE and Supplier shall consist of the purchase order issued by SGRE and, if applicable, the Delivery Schedule ("Order") and the GPC including annexes (collectively "Contract"). Annexes have been provided to Supplier, are available on the SGRE Website and/or issued by SGRE. Each delivery and service shall be by an order number and a reference number of a contract. Unless any of the provisions of the Contract, the order of precedence shall be: i) any matters set out in the Order under the heading "Special Terms and Conditions"; ii) the GPC; iii) any specification for the Goods and/or Services set out, or incorporated by express reference in the Order; iv) any specification for the Goods and/or Services set out, or incorporated by express reference in the Order; v) any specification for the Goods and/or Services set out, or incorporated by express reference in the Order. The GPC shall be deemed incorporated in each Contract. If Supplier supplies any additional elements and/or services not included in the Order, the delivery date and/or delivery period as stated in the Order shall be amended accordingly. SGRE and Supplier have entered into a framework agreement prior to the date of the Order in which case such framework agreement shall be treated as special terms and conditions for the purposes of Clause 4.

ORDERS AND DELIVERY SCHEDULES

5. The issue of the Order for Goods and/or Services by SGRE to Supplier shall be deemed to be an offer by SGRE to buy the Goods and/or Services on the terms of the Contract which shall be deemed accepted on the earlier of Supplier (i) expressly giving notice of acceptance or (ii) fulfilling the Order.

6. SGRE shall be entitled to revoke an Order until an acknowledgement of the Order has been received by SGRE.

7. In the event of any doubt with regards to the interpretation of the contents of an Order, Supplier shall be deemed to have accepted as its obligations the terms and conditions of the Contract and the GPC including annexes.

8. Any terms, conditions and/or specifications included in or attached to any Supplier's documentation which is not expressly referred to in the Order shall be considered void, as shall any correspondence related to the same. Unless SGRE explicitly accepts Supplier's terms and conditions, any differences to the Order or the Contract shall be considered invalid. The GPC and the GPC including annexes shall be deemed incorporated into the entire Order for Goods and/or Services subject to a fixed Order shall carry the reference "Fixed".

9. The Orders may be issued as a Frame Order in which case it shall not refer to fixed quantities or amounts of Goods and/or Services. The contracted amounts and delivery dates shall be specified by SGRE through the issue to Supplier of delivery schedules (individually referred to as "Delivery Schedule") each Delivery Schedule and associated by an Order number and a reference number of a contract. unless any of the provisions of the Contract, the order of precedence shall be: i) any matters set out in the Order under the heading "Special Terms and Conditions"; ii) the GPC; iii) any specification for the Goods and/or Services set out, or incorporated by express reference in the Order; iv) any specification for the Goods and/or Services set out, or incorporated by express reference in the Order; v) any specification for the Goods and/or Services set out, or incorporated by express reference in the Order. The GPC shall be deemed incorporated in each Order. If Supplier supplies any additional elements and/or services not included in the Order, the delivery date and/or delivery period as stated in the Order shall be amended accordingly. SGRE and Supplier have entered into a framework agreement prior to the date of the Order in which case such framework agreement shall be treated as special terms and conditions for the purposes of Clause 4.

PACKING, DISPATCH AND INSPECTIONS

10. Packing shall be suitable for the Goods and the intended method of transport. The packing shall comply with any requirements contained in the Order, and in the Logistics Annex, and hereunder other necessary tools, any type of expenses, payments for intellectual property, costs deriving from modifications or other specifications certified in the Order, exchange rates, taxes, duties and any other charges necessary for the performance of the Order.

11. Unless otherwise agreed in writing, delivery and packaging shall be included in the price.

12. Delivery shall be DAP INCOTERMS 2010. Time of delivery and performance is of the essence of the Contract. Supplier warrants that it has good title to the Goods and the Services and acknowledges that the Goods and/or the Services may be transferred to a third party by SGRE and warrants that Supplier shall have 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.

13. 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.

14. Upon the request of SGRE, invoices shall be grouped in one invoice comprising all deliveries made during a determinate 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 not available 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 accepted in accordance with these GPC.

15. 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 payment requirements of the tax legislation in force at all times. "Payment Date" shall mean the effective invoice payment date which shall be the first payment date specified in SGRE's administrative process calendar, after the due date of the invoice.

16. If the delivered Goods and/or Services contain deficiencies, SGRE undertakes to reimburse what the corresponding deficiencies of the delivered Goods and Services are remedied.

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

18. 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 5.0% (five point zero percent p.a.) shall be due to the exclusion of any further claims.

19. If Supplier changes its Tax Registration Code, SGRE will, prior to the delivery of any Goods and/or Services, request Supplier to provide evidence of the new Tax Registration Code. Supplier will be required to provide evidence of the new Tax Registration Code in accordance 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 DELAYS

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

21. If Supplier 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, SGRE shall be entitled to require rectification of any performance 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, urgent freight etc.) to reduce the delay period to a minimum.

22. If any extra costs incurred in order to meet a delivery or performance deadline shall be borne by Supplier.

23. Delivery dates specified in the Order or otherwise agreed in writing by the Parties shall be of the essence. In the event of any delay in the agreed delivery or performance deadlines, SGRE may terminate the contract with Supplier and claim damages.
If the agreed delivery or performance dates are exceeded, SGRE may demand liquidated damages calculated in accordance with the formula provided in the Order. The liquidated damage may be applied irrespectively of whether SGRE accepts any delivery. Services will be performed with reservation for liquidated damage or not.

DELIVERY TO SUPPLIER OF MATERIALS AND COMPONENTS

SGRE is not responsible for the content of any information, data, drawings, specifications which it makes available to Supplier in connection with the Order (hereinafter referred to as "Materials"). 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. Services will be performed with reservation for liquidated damage or not.

DELIVERY OF GOODS AND SERVICES

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 delivery makes reference date and, where appropriate, any remarks and any other documentation 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 SGRE; (ii) examine the Goods before accepting delivery and reject at its own risk any goods that are defective or that differ from the order specification; (iii) inspect the Materials and inform the SGRE forthwith of any defect or non-conformity discovered.

If any defective or non-conform goods are discovered by SGRE, Supplier shall either repair or replace the Goods, as instructed by SGRE within a reasonable time and at Supplier’s expense, and shall conform with the highest industry standards and with the use of approved consumables. All such improvements must be approved by SGRE.

In connection with the Order, the Parties may require the execution of Warranty Periods or liquidated damages. In the event of any such actual or threatened action, Supplier shall pay to SGRE as a result of any such actual or threatened action.

PRODUCT LIABILITY

If any alleged or actual claim or action is taken against Supplier, SGRE shall be indemnified against such actions, and any claim or action taken against Supplier or SGRE shall not prejudice the rights of Supplier or SGRE under this Agreement. Supplier shall be liable for any damages resulting from its act or default, and Supplier shall be responsible for the payment of all costs and expenses, including attorneys’ fees, incurred by Supplier as a result of any such actual or threatened action. Supplier shall indemnify SGRE for all costs incurred by Supplier as a result of any such actual or threatened action.

INSURANCE

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 liable for all costs and damages resulting from its act or default, and Supplier shall be responsible for the payment of all costs and expenses, including attorneys’ fees, incurred by Supplier as a result of any such actual or threatened action. Supplier shall indemnify SGRE for all costs incurred by Supplier as a result of any such actual or threatened action.
CONFIDENTIALITY 95. Any technical, economic or commercial information regarding SGRE or its customers, which may become known to Supplier as a consequence of the Contract including but not limited to, the terms of the same, is of a confidential nature. Supplier undertakes to keep all information confidential and secure and not be used or disclosed to third parties, except to the extent it is (i) already general knowledge or (ii) lawfully obtained by Supplier from another source without a duty of confidence.

96. The transfer of confidential information by Supplier to its employees should only be carried out with the express consent of the Contract, with Supplier guaranteeing in all cases that its employees shall comply with the obligation regarding confidentiality as contained in the foregoing paragraph.

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

98. The confidentiality obligations 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 or its affiliates according to provisions of mandatory law or to the receiving Party’s and its affiliates’ internal compliance guidelines, provided that Supplier shall ensure that such confidentiality obligation is enacted and adhered to at all times by such Party. Should Supplier supply any confidential information to SGRE, the confidentiality obligation shall be at the latter of the Order, or whether developed by Supplier by virtue of the Order, shall maintain at all times their confidential nature and shall remain the exclusive property of SGRE. Supplier hereby assigns and agrees to assign all IPR in work carried out under the Contract to SGRE absolutely. Any future-assigned IPR shall vest in SGRE on creation.

99. Supplier warrants 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 Contract for any other purpose than the strict fulfilment of the same. Supplier further warrants that it shall not use the Intellectual and Industrial Property and/or other IPR or Information to supply any other Goods and/or Services to third parties without the previous written consent of SGRE and that, should this occur, such supply shall be considered a breach of the Contract and shall result in an immediate good cause and termination of the Contract, contrary to the performance of Supplier’s reasonable control and which cannot reasonably be foreseen including natural disasters or riots, sabotage or revolutions, but not strikes or lockouts of Supplier’s or its subcontractor’s employees. Each Party shall mitigate the effect of such Force Majeure Events on its performance obligation according to the terms and conditions set forth herein until returned and/or destroyed, as the case may be.

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

71. 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 whenever the information requested contains industrial secrets or 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 102. Supplier represents and warrants that use by SGRE of the Goods and/or Services will not infringe any party’s Intellectual Property.

103. All technologies, processes, methods, formulas, 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, improvements and work deriving from the same) (hereinafter “Intellectual and Industrial Property”), whether delivered by SGRE to Supplier or to Supplier by virtue of the Order, shall maintain at all times their confidential nature and shall remain the exclusive property of SGRE. Supplier hereby assigns and agrees to assign all IPR in work carried out under the Contract to SGRE absolutely. Any future-assigned IPR shall vest in SGRE on creation.

104. Supplier warrants 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 Contract for any other purpose than the strict fulfilment of the same. Supplier further warrants that it shall not use the Intellectual and Industrial Property and/or other IPR or Information to supply any other Goods and/or Services to third parties without the previous written consent of SGRE and that, should this occur, such supply shall be considered a breach of the Contract and shall result in an immediate good cause and termination of the Contract, contrary to the performance of Supplier’s reasonable control and which cannot reasonably be foreseen including natural disasters or riots, sabotage or revolutions, but not strikes or lockouts of Supplier’s or its subcontractor’s employees.

ASSIGNMENT AND/OR SUBCONTRACTING 106. Supplier shall not assign, transfer, sub-lease or subcontract to third parties any rights and/or obligations under this Contract without the prior written consent of SGRE in particular, all rights deriving from its invoices to SGRE). The responsibilities of Supplier in relation to the Contract shall remain the same, whether it has been executed by Supplier or by an authorized subcontractor.

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

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

FORCE MAJEURE 109. Neither Party shall be responsible for failure to perform its obligations under the Contract if such failure solely results from a Force Majeure Event.

110. Force Majeure Event shall mean the occurrence of an event or condition that is beyond a Party’s reasonable control and which cannot reasonably be foreseen including natural disasters or catastrophic events such as epidemics, nuclear accidents, fire, flood, typhoons or earthquakes, war, riots, sabotage or revolutions, but not strikes or lockouts of Supplier’s or its subcontractor’s personnel.

111. The Parties shall notify each other in writing within 24 (twenty four) hours of the occurrence of any Force Majeure Event. Costs and expenses incurred by a Party as a result of a Force Majeure Event shall be borne by that Party.

112. Each Party shall mitigate the effect of such Force Majeure Events on its performance obligation according to the terms and conditions set forth herein until returned and/or destroyed, as the case may be.

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

NULLITY 114. If 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.

CODE OF CONDUCT FOR SIEMENS GAMESA RENEWABLE ENERGY SECURITY IN THE SUPPLY CHAIN 85. Supplier is obliged to comply with the laws of the applicable legal system(s) and comply with SGRE’s “Code of Conduct” (section 86 of these General Purchasing Conditions). This Code of Conduct defines the basic requirements placed by SGRE upon third party suppliers, and is the result of SGRE’s concern 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 case SGRE shall notify Supplier of such expected reasonable changes.

86. Supplier and/or third party intermediary declares hereunder:

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.
• Heed necessary economic and developmental needs 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.
  • Forgo 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 bidding 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 Convention 182, 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 occupational health & safety 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.
• ENVIRONMENTAL 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 which violate human rights.

87. 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 with the applicable laws and that nothing contained in this Code of Conduct and/or any 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 Code of Conduct section 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.

88. 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 international and national or internationalized initiatives based on the WCO (world customs organization) SAFE Framework of Standards (e.g. AEO, T-TPAT). Supplier shall protect the Goods and Services provided to SGRE or provided to third parties designated by SGRE against unauthorized access and manipulation. Supplier shall only deploy reliable personnel for those Goods and Services and shall oblige any sub-suppliers to take equivalent security measures.

ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE, DANGEROUS GOODS 89. If Supplier deliver Goods containing substances of which are set out in the so-called “Siemens Gamesa Renewable Energy 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 “substance declaration form” or in the web database BOMcheck (www.BOMcheck.net) or in a reasonable format provided by SGRE no later than the date of first 
delivery of Goods. 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 SGRE at or 
the designated place of delivery specified by SGRE.

90. 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.

91. All notices required or permitted under the provisions of these GPC or by law to be served upon 
or to be given to any third party, must be in writing and in the English language and shall be deemed 
duly served or given i) on the date of service if served personally or sent electronically, or ii) on the 
seventh day after the service is sent via courier service to the address of SGRE.

EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS

92. Supplier shall comply with all applicable export control, customs and foreign trade regulations 
(“Foreign Trade Regulations”). Supplier shall advise SGRE 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 
SGRE to comply with all Foreign Trade Regulations in case of export and import as well as re-export, 
including without limitation:

(i) All applicable export list numbers, including the local valid Export Control Classification 
Number in the exporting country (e.g. AL number in Germany) as well as Export Control 
Classification Number (ECCN) according to the U.S. Commerce Control List; and
(ii) the 8 digit statistical commodity code according to the current commodity classification 
for foreign trade statistics; and
(iii) the country of origin (non-preferential origin); and - upon request of SGRE- Supplier’s long 
term declaration of preferential origin (in case of European suppliers) or preferential certificates 
or invoice declarations (in case of non-European suppliers).

93. Supplier shall be liable for any expenses and/or damages incurred by SGRE due to any breach 
of the obligations according to section 84.

RESERVATION CLAUSE

94. SGRE’s obligations under the Contract are subject to the provision that the fulfillment is not 
prevented by any impediments arising out of national or international foreign trade or customs 
requirements or any embargoes or other sanctions.

SUPPLEMENTARY PROVISIONS

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

REGULATION, HEALTH AND SAFETY

96. Supplier shall comply with all Applicable Laws relating to health and safety and use its best 
efforts to (a) minimize and if 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 who are on the work site, including 
Personnel, SGRE’s personnel and visitors, suffer any injury. Supplier shall (i) comply with all SGRE’s 
and/or the site owner’s procedures, policies and requirements, and revisions thereof, notified to 
Supplier from time to time and (ii) prior to attending any familiarization itself with the site.

96.1 Before the commencement of the Services, Supplier shall provide SGRE a written risk 
assessment that (a) analyzes all potential hazards for the health and safety of the Personnel 
arising out of the Services and (b) determines measures to minimize and if possible eliminate such 
hazards.

96.2 Supplier shall ensure that all Personnel (a) are competent to undertake the work by reason of 
training and/or experience (and the Contractor shall provide documentary evidence of such 
training and experience, 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.

96.3 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.

96.4 Supplier shall appoint a competent person as its representative for environmental, health and 
safety (“Supplier EHS Representative”) and the Supplier EHS Representative takes part in safety discussions arranged by SGRE from time to time.

96.5 Supplier shall regularly monitor compliance with statutory and contractual health and safety 
provisions by performing safety tours on the site of Supplier’s works. In due time before a safety 
tour, Supplier shall invite SGRE to participate. If Supplier discovers non-compliance with 
health and safety provisions, it shall cease compliance without undue delay and advise 
SGRE of findings and of the status of the corrective actions.

96.6 Upon SGRE’s request, Supplier shall promptly grant SGRE access to all documents related 
to health and safety connected with the Services.

96.7 If any incident occurs in connection with the Services leading to (a) the death of any person, 
(b) serious or severe injury to any person, (c) injury to any person involving one or more days 
of incapacity, or (d) more than three workers being brought to hospital, or if Supplier becomes 
aware of any event or circumstances in connection with the Services which could have caused 
such of the events described in (a), (b), (c) or (d), Supplier shall immediately inform SGRE 
shall, without undue delay, (i) execute a root cause analysis of the incident, (ii) determine 
appropriate measures to exclude similar incidents in the future, (iii) define time periods for the 
measures to be implemented and (iv) provide SGRE with a written report containing sufficient 
detail on the root cause, the measures determined and the time periods defined. Supplier shall 
report any additional investigation conducted by SGRE.

96.8 If SGRE provides 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 
within writing and comply with the regulations contained therein. The same shall apply to updates of 
the EHS Plan which SGRE may produce as it deems necessary. Supplier shall ensure that 
its direct and indirect subcontractors contracted to perform the Services comply with the 
EHS Plan and its updates.

96.9 In addition to any other rights SGRE may have, in the event of Supplier’s material or repeated 
failure to comply with the statutory or contractual health and safety provisions, including the 
provisions of this clause 96 and the provisions of the EHS Plan, after providing Supplier with a 
reasonable time period within which to remedy the failure, SGRE may terminate this 
Agreement without any liability whatsoever.

TERMINATION

97. SGRE may terminate this Contract with immediate effect by notice in writing to Supplier if:

97.1 Supplier is in 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;

97.2 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 if 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;

97.3 in the reasonable opinion of SGRE there occurs a material change in the financial position 
of Supplier which is likely to affect its ability to perform its obligations under the Contract; or

97.4 there is a change in control of Supplier which in the reasonable opinion of SGRE adversely 
effects the position, rights or interests of SGRE.

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

99. 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 97.3 or 97.4 or 98, 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

100. 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 
Contracts for the International Sale of Goods.

101. 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 
act in good faith and in fair dealing and with a view to settle such. Disputes which are not resolved pursuant to the 
above shall by 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

102. N/A