

**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 both onshore and offshore turbines ("Services") by suppliers ("Supplier") to the legal entity of 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 and hardware, tools, patterns, models, molds and spare parts), wages, insurance, consumable goods, transport, packing and labelling, accessories, devices, cranes and other necessary tools, any type of expenses, payments for intellectual property, costs deriving from inspections, tests and other certificates specified in the Order, exchange rates, tax, duties and 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 a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

3. In these GPC the words "including" and "include" 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 are acknowledged and accepted by Supplier. In the event of any conflict between any 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; and iv) any other documents incorporated by express reference in the Order. The GPC shall be deemed incorporated in each Contract irrespective of whether they are expressly referred to in the same or not unless Supplier and SGRE 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 Contract in whole or part.

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 seek indications and instructions of SGRE and act accordingly.

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 these do not apply to any part of such Order or the Contract. For the avoidance of doubt, acceptance of delivery and/or payment by SGRE does not constitute acceptance of Supplier's terms and conditions.

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

**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 ensure protection against any damage, soiling and moisture during transport and/or storage. Supplier shall be liable for any loss or damage to Goods resulting from defective or improper packing.

11. Unless otherwise agreed in writing, delivery and packaging shall be included in the price. 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/or the Services and acknowledges that the Goods and/or the Services may be transferred to a third party by SGRE and warrants that SGRE will be able to supply such third party with good title.

12. Supplier shall ensure that all Goods are marked in accordance with the provisions of the Contract and instructions of SGRE. Supplier shall provide in respect of each delivery of Goods a packaging note detailing SGRE's Order number, description, code number (if any) and the quantity of Goods delivered. All instructions, warnings, safety data and other data necessary for the use of the Goods shall also be provided.

13. If any of the Goods and/or Services contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use and for the protection of the environment, Supplier shall prior to their delivery provide specific written details of the nature of those substances and the precautions to be taken. Supplier shall ensure that before dispatch appropriate instructions and warnings are clearly and prominently marked on the goods or securely attached to them and on any containers into which they are packed.

14. Without prejudice to Supplier's other obligations, if transport of the Goods is to be performed by a carrier commissioned by SGRE, Supplier shall submit information and data concerning dangerous goods to the carrier in accordance with applicable law. Data and information shall be relevant to all modes of transport to be used if SGRE informs Supplier, or if Supplier is aware, that multimodal transport is to be used.

15. The Goods shall remain at the risk of Supplier until delivery to SGRE is complete. Any of Supplier's property brought onto SGRE premises will be at the risk of Supplier.

16. If the Contract requires SGRE to return any packaging material to Supplier, that fact must be stated on any delivery note to SGRE and any such packaging material will be returned to Supplier at Supplier's cost.

17. Unless otherwise agreed in writing between the Parties, partial deliveries shall not be accepted. 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 Supplier's risk. Any rejected Goods held by

SGRE shall be at Supplier's risk. Supplier shall promptly at its own cost collect any excess or rejected Goods.

18. Supplier shall inspect and test the Goods and Services for compliance with the Contract prior to delivery. SGRE reserves the right at reasonable times to inspect or test the Goods and/or the Services at any stage before delivery and Supplier shall give rights of access to premises and such facilities as SGRE may reasonably require for such inspection.

**QUALITY AND DESCRIPTION**

19. Goods and Services supplied shall:

19.1 conform in all respects with the Contract (including the quantity, quality, description and other matters specified in the Order), the Quality Manual, be without fault, be of the best available design, be of the best quality materials and workmanship and be fit for any intended use expressly or impliedly made known to Supplier by SGRE;

19.2 conform with any sample, drawing, description, specification and/or requirements furnished supplied or advised by SGRE to Supplier;

19.3 be executed in a proper and skillful manner by appropriately qualified and experienced personnel; and

19.4 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 ISO9001 / EN29001 or similar standards accepted by SGRE. 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.

**INVOICES 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 may 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 a date mutually agreed by the Parties in writing. Supplier shall invoice the delivered Goods and/or Services on the fifteenth day of each month and on the last day of each month or the next working day whenever these fall on a holiday. The invoices shall include all the legally established requirements and Order number as well as the number(s) of each individual item. In case any 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 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 previous 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 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.

29. If the delivered Goods and/or Services ascertain deficiencies, SGRE undertakes to reimburse when all deficiencies of the delivered Goods and Services are remedied.

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

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.

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. If no place or delivery date 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 the Order. 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.

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, SGRE 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, urgent freight 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 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 and claim damages.

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 by Supplier is without prejudice to SGRE's 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 in connection with the Order.

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.

38. 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 Supplier to SGRE of a delay or postponement does not entail that the agreed liquidated damage lapses.

The liquidated damage may be applied irrespective of whether SGRE accepts any delivery, Services or performance with reservation for liquidated damage or not.

#### DELIVERY TO SUPPLIER OF MATERIALS AND COMPONENTS

39. 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 in writing and shall seek clarification as to how to proceed. Errors or inaccuracies in any Information shall not affect the responsibility of Supplier in relation to its scope of deliveries and Services.

40. Material provided by SGRE to Supplier remains the property of SGRE and is to be stored, 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 Supplier, provided the reduction in value or the loss is not due to normal wear and tear. Notwithstanding any other rights, 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. 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 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 documentation errors which were not detected at the moment of delivery; (ii) inspect the Materials and inform the SGRE forthwith of any defect or non-conformity discovered.

45. If at any time during the course of the Contract, SGRE wishes to vary the Services and/or Goods ordered, it shall notify Supplier and Supplier shall within seven (7) days provide a written statement of the amount by which it proposes such variation would increase or decrease (i) the dates, timescales or milestones, and (ii) the charges 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 shall not refuse any reasonable variation requested by SGRE.

46. 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.

47. The quantities set out in the Order shall be adhered to and delivery shall not be completed until the agreed quantity has been delivered. Partly deliveries shall not be permitted unless SGRE has agreed to such in writing. SGRE reserves the right to return any excess quantities to Supplier at Supplier's expense, and in case of an insufficient quantity of Goods being supplied SGRE may insist on the delivery of the ordered quantity or terminate the Contract. Upon request Supplier shall reimburse SGRE for any costs incurred in relation hereto.

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

#### RIGHTS OF USE

49. Supplier hereby grants SGRE under all applicable intellectual property rights and other rights the following non-exclusive, transferable, worldwide and perpetual rights:

49.1 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;

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

49.3 to sublicense the right of use under section 49.2 above to affiliates, other distributors and end-customers;

49.4 to license to affiliates and other distributors the right to sublicense the right of use under section 49.2 above to end-customers;

49.5 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;

49.6 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;

49.7 to sublicense the right of use under section 49.6 above to affiliates and other distributors.

50. In addition to the rights granted in section 49.4 above, SGRE, affiliates and other distributors are authorized to allow end-customers to transfer Software licenses.

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

52. 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 software".

53. 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 Goods and Services delivered by Supplier contain open source software, Supplier must deliver to SGRE at the latest at the time the Order is confirmed the following:

(i) The source code of the relevant open source software, insofar as the applicable open source conditions require the disclosure of this source code

(ii) A schedule of all open source files used, indicating the relevant license and including a copy of the complete text of such license

(iii) A written declaration that through the intended use of the open source software neither the products of Supplier nor the Goods of SGRE 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 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.

54. Should Supplier not indicate until after receipt of the Order that its products and services contain open source software, without prejudice to SGRE's other rights and remedies, SGRE may terminate the Contract within 30 days of being notified or becoming aware of such information without cost (and shall be entitled to a full refund of any advance payments made).

#### WARRANTIES

55. During 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 (c) it complies with national and international legislation in force. All declarations and warranties made by Supplier in its brochures, catalogues, sales materials and quality systems shall be binding.

56. "Warranty Period" shall be:

56.1 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.

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

56.3 If it is unclear if 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 and/or Services or 60 months from take-over of the relevant wind turbine, whichever is earlier

57. 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 of Supplier and Supplier shall issue a credit note to SGRE in respect of the defective Goods. The method of return of the defective Goods shall be agreed by the Parties on a case-by-case basis. In case of failure to agree, SGRE may invoice Supplier for the cost of returning the Goods.

58. Until proven to the contrary, during the entire Warranty Period it shall be assumed that any deficiency existed at the time of the transfer of risk. SGRE is free to evidence deficiencies in the Goods in any manner, including providing photographic pictures to Supplier.

59. SGRE reserves the right to retain any payment in whole or in part until, (i) 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 writing.

60. If any defects arise during the Warranty Period Supplier must – as instructed by SGRE – either remedy or replace as soon as possible. If remedy or repair is not performed within a reasonable time, SGRE may choose: (i) to terminate the Contract; or (ii) remedy/replace the defective Goods itself or have it corrected by a third party and Supplier shall be liable for all costs related thereto. The warranties and remedies provided for in this section shall be in addition to the right of SGRE to claim compensation for loss, damage and costs and to those rights implied by or available at law.

61. Any repaired Goods shall be under warranty during a period of 24 months from the date of repair or until the end of the remaining Warranty Period, whichever occurs latest. For any redelivered Goods the Warranty Period shall start anew. The Warranty Period shall be extended for the period during which the Goods cannot be used to the full extent as a result of the defect.

62. Supplier hereby declares that it agrees to accept any complaints of SGRE 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. SGRE shall endeavor, however, to notify any deficiencies to Supplier as soon as possible after detection.

#### PRODUCT LIABILITY

63. If any alleged or actual claim or action is taken against, or threatened to be taken against, SGRE 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), sustained by SGRE as a result of any such actual or threatened action.

64. 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 or 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

65. 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 of such insurance shall be 2.500.000 Euros per event and 5.000.000 Euros 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**

66. Any technical, economic or commercial information regarding SGRE or its customers, which may become known to Supplier as a consequence of the Contract including the terms of the same, is of a confidential nature. Supplier undertakes to keep all information confidential and secure and not use it (except to perform the Contract) or make it available 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.

67. The transfer of confidential information by Supplier to its employees should only be carried out when strictly necessary in order to fulfil the purposes 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.

68. 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.

69. 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 such confidential information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein until returned and/or destroyed, as the case may be.

70. 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 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**

72. Supplier represents and warrants that use by SGRE of the Goods and/or the Services will not infringe any third party's IPR.

73. 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, any improvements or alterations and work deriving from the same) (hereinafter, "Intellectual and Industrial Property"), whether delivered by SGRE to Supplier to enable the fulfilment by the letter of the Order, or whether developed by Supplier by virtue of the Order, shall maintain at all times their confidential information 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-assignable IPR shall vest in SGRE on creation.

74. 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 to supply any 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 behavior objectively contrary to commercial good faith demands, an improper advantage of third party's effort and a flagrant violation of industrial/commercial secrets. The warranties and remedies provided in such legislation shall be without prejudice to any other legal rights which may correspond to SGRE in law.

75. If there is any third party rights infringement Supplier will at its expense either procure the necessary licenses or approvals for SGRE to be lawfully entitled to use the infringing equipment, material or process, or replace or modify such infringing equipment, material or process so that it becomes non-infringing. Supplier shall indemnify and hold harmless SGRE against all damages, expenses, loss or other financial obligations or claims brought by any person arising directly or indirectly from the alleged infringement by Supplier of patent, trademark, copyright or other intellectual property rights of third parties in respect of the manufacture and supply of the Goods.

**ASSIGNMENT AND/OR SUBCONTRACTING**

76. Supplier shall not assign, transfer, substitute 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.

77. 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.

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

**FORCE MAJEURE**

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

80. 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.

81. 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 by reason of a Force Majeure Event shall be borne by that Party.

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

83. 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 covered under this Contract.

**NULLITY**

84. 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 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.

86. 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.
- Forgo directly or indirectly offering or granting or 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 Convention 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 occupational health & safety management system<sup>1</sup>.
- 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<sup>1</sup>.

**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.

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 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 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 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 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**

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 or at the designated place of delivery requested 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 endeavors 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 familiarize itself with the same.

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 experience and training, 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 shall ensure that 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 restore 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) a major 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 any of the events described in (a), (b), (c) or (d), Supplier shall immediately inform SGRE and 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 support any additional investigation conducted by SGRE.

96.8 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 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 commit themselves to 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 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;

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 affects 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 on 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 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

102. N/A