

## General Terms and Conditions of Business

### 1) General information

- a) All contracts concluded with REETEC's customers shall be subject to these General Terms and Conditions (hereinafter referred to as Terms and Conditions) exclusively. All services based on supply of temporary workers are excluded from it. REETEC's "Terms and Conditions for supply of temporary workers / temporary employment / recruitment apply." Any Terms and Conditions of the customer, contrary to or deviating from our conditions are not recognised by REETEC unless REETEC has expressly agreed to their validity. Our Terms and Conditions also apply if REETEC, in the knowledge of conditions of the customer, contrary to or deviating from these Terms and Conditions makes the delivery without reservation
- b) Our Terms and Conditions also apply to all future contracts with the customer and within the existing business relationship.
- c) The parties can, however, agree on the provision of services including the delivery of spare parts deviating from these Terms and Conditions. These agreements shall take precedence over the Terms and Conditions.
- d) No action of REETEC, except an express written waiver declaration shall constitute a waiver of REETEC's due rights. A delay in the exercise of any such right shall also not be considered as a waiver of the concerned right. A single waiver of a right in one occasion shall not be considered as a waiver of that right in another occasion.
- e) In the event that the customer engages in unfair commercial practices, violates applicable law or fails to comply with the obligations arising from these Terms and Conditions, REETEC may send a written notice by registered letter with acknowledgement of receipt to discontinue the conduct complained of within a period of seven (7) calendar days from its receipt. If the customer fails to comply therewith, REETEC is entitled to withhold its services and the supply of parts or terminate the contract without notice. The customer cannot claim for damages. REETEC reserves the right to assert claims for damages. REETEC's right to withdraw from the contract without notice, e.g. according to § 323 paragraph 2 BGB (German Civil Code) shall remain unaffected.
- f) REETEC may modify these Terms and Conditions. The Terms and Conditions apply, that were in force at the time the contract was concluded. For future contracts with the customer within the existing business relationship, the Terms and Conditions in effect at the time of the conclusion of the contract shall apply.

### 2) Orders

All orders must be made in writing. REETEC shall assume no liability for errors due to unclearly written orders. In very urgent cases, REETEC shall exceptionally accept telephone orders. REETEC assumes no liability for errors arising from orders placed via telephone.

### 3) Offers

- a) REETEC's offers are non-binding and may be revoked by REETEC at any time until the written declaration of acceptance is signed by the customer. Agreements made verbally by REETEC's field sales force or other staff members who are not authorised to conclude contracts shall require REETEC's written confirmation in order to become effective.
- b) REETEC may deviate from properties of their goods and services (technical data, measures etc.) within the scope of technical progress or production-related to an extent reasonable for the customer, unless the parties REETEC has expressly designated the properties as binding. The properties are not agreed characteristics of the goods unless the parties have expressly agreed upon.

- c) The customer may not modify an accepted offer without the express written consent of REETEC. In the event of acceptance of the offer by the customer, REETEC reserves the right to invoice the costs already incurred in connection with the offer.
- d) REETEC may withdraw from the contract if we have not been supplied correctly or timely by our suppliers. This shall only apply in the event that REETEC is not responsible for the non-delivery, in particular on conclusion of a matching cover transaction with the supplier, REETEC will inform the customer about the non-availability of the goods and immediately reimburse payments already received.
- e) REETEC reserves all right of ownership and copyright to illustrations, drawings, calculations and other documents even if they have been procured by the customer, following information provided by REETEC.

#### 4) Prices and terms of payment

Depending on the order, REETEC's services shall in particular extend to

- technical maintenance and electrical installation and assembly of wind turbines;
- electrical wiring of wind farms usually on behalf of the operators, i.e. wiring of several wind turbines among each other and the grid connection;
- mere sale of aviation obstruction markers;
- sale of aviation obstruction markers plus installation, assembly and connection;
- mechanical installation and assembly of wind turbines;
- cleaning and assessment of rotor blades of wind turbines;
- warranty analyses.

In detail, the following applies to prices and the payment terms:

- a) The prices stated, unless otherwise agreed in writing are quoted ex-works or ex-distribution warehouse (EXW – Incoterms 2010); costs for packaging shall be charged separately according to actual expenditure. The prices do not include the statutory value added tax; it shall be indicated separately at the invoice date at the amount prevailing at the date of the invoice.
- b) REETEC is entitled to increase its prices in line with its actual costs, if the information provided by the customer regarding the services to be provided were incorrect. If the costs increase (e.g. due to rising prices of our suppliers) or after the conclusion of the contract, freight, taxes, duties or charges are introduced or increased, REETEC shall be entitled to amend the price accordingly unless REETEC is responsible for the increase. The price increase shall take effect as soon as REETEC has notified the customer thereof in writing.
- c) Granting of discount shall only apply if this has expressly been agreed in writing. Otherwise deduction of discount shall be inadmissible and the customer is obliged to pay invoices without deduction by free of charge transactions to one of REETEC's bank accounts within 14 days after the invoicing date.
- d) The customer may set off only if the counterclaims are legally established or undisputed. This applies to the same extent to the pursuit of rights of retention and the customer's right to refuse performance.

- e) If the customer falls into total or partial arrears with due payments in the meaning of lit. c) (payment within 14 days after the invoicing date) REETEC shall be entitled to withdraw from the contract after unsuccessful expiration of an adequate set deadline. The right of withdrawal shall also exist if circumstances suited to reducing the creditworthiness of the customer become known. If REETEC withdraws, REETEC shall be entitled to mark the goods supplied as property of REETEC, to store them separately and have them collected at the expense of the customer. The customer already declares his consent by the fact that the people commissioned with the collection by REETEC may enter and drive on the premises where the goods are situated.
- f) As an alternative to REETEC's right of withdrawal pursuant to section e) above, REETEC can also demand that security be furnished by the customer.
- g) If the parties so agree, REETEC may request the customer to store the spare parts at its own expense and risk prior to their installation.

## 5) Reservation of ownership

- a) Goods supplied or installed by REETEC shall remain its property until the payment of the purchase price and all claims arising in the ongoing business relationship with the customer have been paid. The inclusion of individual claims in a current account and account balance do not affect the reservation of ownership; Reservation of ownership is not affected by posting individual claims to an on-going account and drawing a balance; in this case, the reservation refers to the recognised or actual balance. Payment is only regarded as made, once REETEC receives the countervalue or the sum is credited to our bank account. The reservation of ownership is not revived for a delivery item after the customer has acquired ownership to this delivery item and new claims from the business relationship are accrued against it.
- b) If the customer is in breach of its obligations under the contract, in particular in case of default of payment, REETEC is entitled, in accordance with legal provisions, to withdraw from the contract and to take back the delivery item. The customer hereby irrevocably grants REETEC unhindered access to its business and storage premises for the purpose of taking back the goods. After taking back the goods, REETEC is authorised to exploit them. The exploitation revenue shall be offset against the customer's liabilities - less appropriate exploitation costs - as per section 367 BGB (German Civil Code).
- c) The customer is entitled to resell the goods in the ordinary course of business; this does not apply if it has been agreed in connection with the sale, that the claims of the customer against the third party expires by way of off-setting (e.g. according to sec. 387 German Civil Code) The above authorisation does not include the goods or any items made from it without the consent of REETEC to be transferred or pledged. Financing contracts (e.g. leasing) that include the transfer of REETEC's retention rights require REETEC's prior written consent unless the contract does not oblige the financing institution to pay the part of the purchase price that we are entitled to directly to REETEC. If the customer, according to the aforesaid is entitled to resell the goods, the customer already now assigns all claims to REETEC (including all balance claims arising even after termination of the current account) in the amount of the final invoice sum (including VAT) of REETEC's claims against the customer which it accrues from the resale or other legal grounds against its buyer or a third party. The assignment applies irrespective of whether the goods are sold without or after processing. REETEC accepts the assignment. The customer shall remain empowered to collect said claims even after the assignment. This does not affect REETEC's authorisation to collect the claims. REETEC however undertakes to not collect the claims as long as the customer meets his payment obligations from the proceeds received and does not fall into arrears with payments. However, if this is the case, REETEC may require that the customer discloses the assigned claims and their debtors, provides all details required for collection, in particular the address of the debtor, hands over the pertaining documents and informs the debtors about the assignment.

- d) If the goods are processed by REETEC or the customer with other objects not belonging to REETEC, then REETEC shall acquire co-ownership of the new item in proportion to the value of the goods (the total invoice amount including VAT) with the other processed objects at the time they are processed. For the item produced in processing this clause 5 shall apply in all other respects.
- e) If the goods are being inseparably connected by the customer or REETEC with other objects not belonging to REETEC, REETEC shall acquire co-ownership of the new item in proportion to the value of the goods (the total invoice amount including VAT) to the value of the other connected objects at the time of the connection. If the goods are connected in such a way that the customer's item is to be considered as the main item, it shall be agreed that the customer already now shall transfer proportionate co-ownership to REETEC. REETEC accepts the transfer. The customer shall hold the sole ownership or co-ownership for REETEC free of charge.

## 6) Delivery time / Delivery

- a) The ordered services and spare parts are to be delivered within the agreed lead times.
- b) Unless REETEC has not expressly agreed otherwise with the customer, the delivery lead times are not warranted. If REETEC can not deliver in time, REETEC immediately informs the customer. There is no liability of REETEC or a possibility for termination or withdrawal for the customer.
- c) The delivery is agreed to be ex-works (EXW - Incoterms 2010) unless the parties expressly agree to the contrary. If customer is in default of acceptance, REETEC is entitled to claim compensation for additional expenses (e.g. for storing the goods). If the customer violates other cooperation obligations, REETEC may claim compensation for any damage incurred unless the customer has not culpably infringed the cooperation obligations
- d) Work and services that require on-site support by the customer are performed by REETEC on the site agreed to. The customer shall inform REETEC in good time before the provision of the contractual performances about all factors influencing the implementation of the contract.
- e) Unforeseeable events for which REETEC is not answerable (e.g. lack of energy, delay in the delivery of essential components and other materials, importation difficulties, interruption of operations and traffic disruptions, strikes, lockouts, force majeure) extend the delivery time/ processing time accordingly. If the unforeseeable event lasts longer than three months, both customer and REETEC shall be entitled to withdraw from the contract. Customer damage claims shall be excluded. If REETEC withdraws, REETEC shall reimburse all payments already made to the customer without delay.

## 7) Breach of duty due to defects

- a) The customer shall examine the goods immediately after receipt. Apparent defects shall immediately be notified in writing by the customer to REETEC, at the latest within 1 week of arrival of the goods. Latent defects shall immediately be notified in writing by the customer to REETEC at the latest within one week of discovery of the defect.
- b) In the event of a defect or other breach of duty by REETEC, the customer must demonstrate and prove to REETEC the supposedly defect or breach of duty to its full extent, otherwise the warranty or liability does not apply.
- c) The customer must take all measures to preserve the services provided in order to enable REETEC to assess the reprimanded defects. Unless not expressly authorised by REETEC, the customer agrees not to personally repair or employ a third party to repair the defects.

- d) REETEC's liability shall extend to freedom from defects of the goods / performance of work according to the general rules of technology at the time of the conclusion of the contract.
- e) Provided that REETEC has claims against its suppliers, its liability shall be at first fulfilled by assignment of claims to the customer who accepts said assignment for this case. Claims of the customer for reimbursement of costs incurred within the framework of assertion of claims against a supplier are excluded if possible cost incurring measures - in particular the institution of legal proceedings - have not beforehand been agreed upon in writing with REETEC.
- f) If a claim against the supplier does not come into consideration or if the supplier rejects liability, at REETEC's choice, the liability shall at first be limited to supplementary performance, i.e. replacement delivery or rectification. The defective goods or replaced parts must be returned to REETEC by customer. If supplementary performance fails or REETEC is not in a position to do so, the customer shall be entitled to withdraw from the contract or to reduce the purchase price. Any further claims for damages by the customer are possible only under the conditions described in section customer on account of breach of duties are subject to the provisions of section 8.

## **8) Liability/ Statute of limitation**

- a) Our liability for compensation of damages or losses, regardless of the legal reason, in particular due to impossibility, default in delivery, infringement of duties during contractual negotiations or illicit acts, is limited in accordance with this section 8.
- b) Liability for services
  - aa) With the exception of intentional or grossly negligent breach of duty or damage to life, body and health, REETEC shall only be liable for direct damages without liability for indirect or consequential damages such as loss of turnover, loss of profit or reputational damage. With the exception of intentional or grossly negligent breach of duty or injury to life, body and health, REETEC shall not be liable in the event of a delay in the performance / provision of services. In the event of force majeure according to section 12, REETEC shall also not be liable.
  - bb) With the exception of intentional or grossly negligent breach of duty or damage to life, body and health, REETEC's liability is limited to half of the price of the provided services.
- c) Liability for spare parts
  - aa) With the exception of intentional or grossly negligent breach of duty or damage to life, body and health and in accordance with the provisions of section 7 above, REETEC disclaims any liability in connection with the supply of spare parts. The manufacturer is liable for the spare parts. The customer commits to assert claims only against the manufacturer of the parts.
  - bb) In the event that the provisions specified in section 8, lit. c) aa) are not enforceable and with the exception of intentional or grossly negligent breach of duty or damage to life, body and health, REETEC's liability is limited to half of the price of the provided service.
- d) The warranty period for defects in the delivery or service is 1 year.
- e) Other claims of the customer due to breach of duty by REETEC, in particular claims for damage become time-barred within one year. In deviation from sentence 1, the statutory limitation periods shall apply to the following claims by the customer:
  - aa) under the product liability law and in the event of damages arising from injury to life, body, health or essential contractual rights and obligations under the contract,
  - bb) on account of damages based on intentional or grossly negligent breach of duty by REETEC or its vicarious agents,

- cc) on account of fraudulent concealment of a defect,
- dd) for reimbursement of expenses as per section 478 Para. 2 BGB (German Civil Code).

## 9) Liability for export goods and protective rights of third parties

For export goods and merchandise (e.g. hazard beacon systems) purchased by REETEC's customers outside the Federal Republic of Germany, REETEC shall assume no liability if these products violate property rights of third parties. The customer shall be obliged to reimburse all damages attributable to the export of our goods that were not expressly delivered by REETEC for export purposes.

## 10) Place of fulfillment/ Place of jurisdiction/ Applicable law

- a) If the customer is a merchant, a legal person under public law or a special fund under public law, the sole place of jurisdiction for all disputes arising out of or in connection with the contractual relationship is Bremen. The same applies if the customer does not have a general place of jurisdiction in Germany, or if the customer relocates his domicile or usual place of residence abroad after conclusion of the contract or if the domicile or usual place of residence is unknown at the time of the institution of legal proceedings. REETEC reserves the right to sue the customer at the customer's general place of jurisdiction.
- b) Unless REETEC has expressly agreed otherwise with the customer, the place of fulfillment of all services arising from the contract is Bremen.
- c) The law of the Federal Republic of Germany shall apply. The UN convention on the interlational sale of goods (CISG) shall be excluded.

## 11) Confidentiality

The customer is obliged to treat as strictly confidential all documents, data, information or other knowledge that REETEC has entrusted the customer with, that have been made available or have come to the knowledge. They may not be disclosed to third parties either in whole or in part, directly or indirectly made available and may only be used for the contractually designated purposes. This obligation applies to the contract period and up to two more years after termination of the contract or until the moment that the documents, data, information or other knowledge become publicly known and the customer bares the burdon of proof if he wants to rely on it..

## 12) Force Majeure

REETEC shall not be held liable in the event of force majeure. Events of force majeure in particular are strikes, disruptions of smooth operation at REETEC, transport disruptions, machine failure, natural events (e.g. storm, fire, flood), accidents or service interruption. In these cases, REETEC's obligation to perform the contract are suspended, the contract term shall be extended accordingly and the contract with the customer remains valid. In the event of force majeure lasting more than three (3) months, either party may terminate the contract by sending a registered letter with acknowledgement of receipt.

## 13) Subcontractors

The customer authorises REETEC to subcontract services to a subcontractor of its choice and approves REETEC's choice in advance unless there is an important reason to refuse the subcontractor. When awarding subcontracts, REETEC supervises the services provided by the subcontractor.

#### 14) Final provisions

Should individual provisions of the contract be or become invalid or void, this shall not affect the validity of the contract. The invalid or void provision shall be replaced by a provision coming closest to the economical spirit and purpose of the invalid or void provision in a legally effective manner. The above provision shall apply to regulatory gaps. Should the invalid or void provision be General Terms and Conditions of Business in the meaning of §305 BGB (German Civil Code), then in deviation to the above § 306 Para. 1 and 2 BGB shall apply.

**Bremen, 08-05-2019**

#### **REETEC GmbH**

Regenerative Energie- und Elektrotechnik