

## General Terms and Conditions of Purchasing

### Article 1 – GENERAL PROVISIONS

**1.1** The purpose of these general conditions of purchase (hereinafter the "**GCP**") is to define the terms and conditions that apply to any order (hereinafter the "**Order**") for products (hereinafter the "**Products**") or services (hereinafter the "**Services**") placed by REETEC (hereinafter "**REETEC**") with a supplier (hereinafter "**Supplier**") in the course of its business activity.

**1.2** Unless REETEC grants a specific, written exemption, these GCP shall form an integral part of and shall apply as of right to any Orders placed by REETEC with one of its suppliers and shall prevail over Supplier's general conditions of sale and, in general, over all unilateral documents issued by Supplier, which Supplier expressly acknowledges.

Supplier's general conditions of sale shall in any event only apply if they were negotiated and accepted in writing by REETEC. Consequently, these GCP shall remain valid and shall prevail over Supplier's documents in the event that REETEC would accept Supplier's deliveries without reservation, even if Supplier's conditions conflict with, diverge from or complete these GCP.

**1.3** The fact that REETEC does not, at any given time, avail itself of any of the provisions of these GCP cannot be construed as a waiver of the right to avail itself subsequently of any of said provisions.

**1.4** In the event that one of the clauses in these GCP were found to be invalid or non-compliant with the regulations in force, the validity of the remainder of the clauses of the GCP shall not be affected thereby.

**1.5** These GCP shall apply to all Orders placed by REETEC as from acceptance of the Order by Supplier and shall supersede the GCP that were previously in force.

### Article 2 – ORDERS

All Orders shall only be deemed to have been validly placed by REETEC once a written purchase order that has been signed by an REETEC representative who is duly authorised to place Orders has been sent to Supplier. All volumes stipulated by REETEC other than in an Order shall not constitute a firm purchase order.

#### 2.1 Acceptance of the Order

**2.1.1** Supplier shall have five (5) business days as from the business day following the receipt of an Order to return the signed Order and to state any reservations Supplier may have, with the understanding that if an Order is not returned by Supplier within this timeframe, Supplier will be deemed to have accepted the Order placed by REETEC without reservations. Moreover, all partial fulfilment of an Order or collection of a down payment by Supplier shall be deemed to be acceptance without reservation of the Order, as well as of these GCP.

**2.1.2** All reservations or objections to these general conditions shall be subject to the prior approval of REETEC and shall only be valid for the associated Order. In this respect, only reservations that are accepted in writing by REETEC shall be enforceable against REETEC.

**2.1.3** Acceptance of an Order shall be deemed acknowledgment by Supplier that it has received all information that is required from REETEC to fulfil the Order correctly.

**2.1.4** It is agreed between REETEC and Supplier that REETEC shall have the option of not following up on an Order, within the limit of the five (5) business days stated in Article 2.1.1 above, provided that Supplier has not signed and returned said Order to REETEC.

## **2.2 Subject of an Order and amendments**

2.2.1 The subject of an Order shall be defined in the Order and any documents appended thereto.

2.2.2 Supplier may only amend an Order with the express, written consent of REETEC, which shall be confirmed in an addendum.

2.2.3 All amendments made to Order specifications that REETEC requests from Supplier must be evidenced in writing, in which case Supplier shall have five (5) business days as from the business day following the receipt of the request for amendments from REETEC to accept said amendment in writing and to assess the consequences thereof from a technical and economic standpoint and in terms of the deadline for fulfilling the Order. The lack of written response from Supplier within these five (5) business days shall be understood as Supplier's acceptance of the amendment without reservation; all the other provisions of the Order remaining unchanged.

## **Article 3 – PRICE AND INVOICING TERMS**

**3.1** The applicable prices are those mentioned in the Order. Except as otherwise provided for in writing, the prices are firm and non-adjustable and are expressed according "DDP" (INCOTERMS 2010), especially inclusive of all taxes and expenses, in particular contributions to running costs, shipping, packing and unloading fees and insurance. Consequently, they may not be modified in any way without the express agreement of both parties.

**3.2** Invoices shall necessarily include all mandatory information required by law and must state the Order references, as well as the total number of hours worked (for employees and sub-contractors) and be sent to the invoicing address stated on the Order, together with any supporting documents signed by both parties that confirm the receipt of the Products and/or acceptance of the Services. Failure to comply with these requirements shall automatically lead to invoices being returned and their payment suspended until a new, complete invoice is issued.

**3.3** Except as otherwise specifically provided for in the Order, invoices shall be paid thirty (30) days after receipt of the products or services and invoice for it. Invoices issued by Supplier must also include full bank or postal account details.

**3.4** REETEC reserves the right to suspend payments that are owed to Supplier in the event that Supplier does not perform any of its obligations under the Order and/or these GCP.

**3.5** REETEC shall at all times be entitled to offset against and deduct from all invoices owed by EDF EN SERVICE to Supplier all monies owed by Supplier to REETEC.

## **Article 4 – FULFILMENT OF ORDERS – DEADLINE COMPLIANCE – PENALTIES**

**4.1** Supplier may only assign or sub-contract all or part of an Order, with the express, prior, written agreement of REETEC, it being understood that Supplier shall under all circumstances remain fully liable for the proper fulfilment of the Order vis-à-vis REETEC.

**4.2** The fulfilment deadlines stipulated in the Order are firm and binding. They may not be altered without REETEC's written consent. Compliance therewith constitutes, for REETEC, a substantive and decisive clause without which REETEC would not have entered into the contract. Consequently, Supplier undertakes to make all requisite arrangements in order to comply therewith and ensure compliance therewith. Supplier may only deliver early with REETEC' written consent.

REETEC reserves the right to review the progress of Supplier and its sub-contractors, if any, in fulfilling an Order, at any time. Supplier is obliged to agree with its sub-contractors upon such right to review for REETEC.

**4.3** If Supplier foresees any difficulty whatsoever in meeting the deadlines for fulfilling an Order, it must inform REETEC without undue delay in writing. Supplier must then propose a plan to rectify the delay within twenty-four (24) hours as from notice served by Supplier on REETEC. REETEC then reserves the right (i) either, to accept the plan proposed by Supplier, as possibly amended by REETEC, without prejudice to the possible application of default penalties, (ii) or, of immediately terminating the Order with Supplier, with immediate effect and with no possibility of indemnification for Supplier.

**4.4** Non-compliance by Supplier with the contractual deadlines stipulated in an Order shall trigger the application of default penalties to it as of right, without prejudice to REETEC right to terminate the Order in accordance with Article 5 of these GCP or in accordance with the statutory provisions and to be compensated for all loss caused by any default in fulfilling an Order.

The delay shall be calculated simply by comparing the dates defined in the Order and the actual delivery dates of the Products or performance of the Services ordered.

Except as otherwise specifically provided for in the Order, the amount of the penalties is set at 0.3% of the Order price exclusive of taxes per calendar day delay, limited to an amount of 5 % of the Order price exclusive of taxes. REETEC's right to demand additional compensation for damage according to statutory provisions remain unaffected. Any forfeited penalty is to be set-off against such damage claim as far as the penalty and the damage cover the same interest of REETEC.

## **Article 5 – ORDER TERMINATION**

**5.1** In the event of total or partial non-performance by Supplier of any of its obligations in respect of an Order, REETEC shall have the possibility of terminating, as of right and without prejudice to the damages that REETEC may claim, the Order concerned according to the statutory provisions. In so doing, REETEC reserves the possibility of using any person or entity of its choice, at Supplier's expense and risks, in order to finish fulfilling the Order, without prejudice to any other claim against Supplier for failure to perform its obligations.

**5.2** Under such circumstances, REETEC's liability may not be triggered by Supplier in any way.

**5.3** Terminating an Order does not extinguish the obligations that intrinsically survive and, in particular, does not end Supplier's commitments in terms of guarantee, compliance, intellectual property (if an Order is partially fulfilled) and confidentiality.

## **Article 6 – COMPLIANCE**

**6.1** Supplier undertakes to deliver the Products ordered in packing suitable for the product itself and for the carriage and storage methods, with a view to delivery in perfect condition.

**6.2** The Products and Services must comply strictly with any plans, specifications, machinery, types or models, stipulated in the order placed by REETEC; any technical modifications, even minor, must beforehand be expressly approved by REETEC in writing. As a professional, and as Supplier represents that it has all the resources required for manufacturing the Products and performing the Services, Supplier undertakes to deliver the Products and to perform the Services in accordance with the latest industry standards. In this respect, Supplier undertakes to use all resources necessary in order to attain the required level of quality.

**6.3** Supplier expressly undertakes to ensure that the Products it will deliver or the Services it will perform strictly conform to all the requirements of the law and regulations that are applicable to said Products or Services, including all laws, standards, decrees and regulations in force, in particular but not exclusively limited to safety, the environment and employment law, in the country in which the Products will be delivered or the Services will be performed. Supplier shall be deemed to be fully aware of all said legislations and regulations if it accepts an Order.

**6.4** Each Product unit packet must carry a legible marking on the outside that includes all the information required by the applicable regulations governing carriage conditions, as well as any instructions concerning specific storage conditions. This information shall include the Order number, the project code, the department code and a description of the Products, the names and addresses of the consignor and consignee and the quantity delivered, as well as the gross and net weight. Supplier must also state whether the delivery is complete or partial.

## **Article 7 – OWNERSHIP AND USE OF THE RESOURCES REQUIRED TO FULFIL AN ORDER**

The machinery, plans or other documents, which are specifically produced by Supplier for fulfilling an Order, as well as the associated intellectual or industrial property rights, shall become the exclusive property of REETEC as and when they are produced. Supplier expressly undertakes not to use the plans, drawings, technical documents and/or documents of any kind that are disclosed by REETEC, or any machinery that is the property of REETEC, with a view to performing other operations.

## **Article 8 – INSPECTION OF PRODUCTS AND SERVICES**

**8.1** All Products and all Services may be inspected one or more times during and at the end of manufacture or performance, by REETEC or a company authorised by it and/or possibly a representative of REETEC client, subject to twenty-four (24) hours' notice.

**8.2** Acceptance declared by REETEC shall not under any circumstances exempt Supplier from full liability for all defects, mistakes, failures or non-compliance that were not identified or reported during inspections of Products or Services.

## **Article 9 – DELIVERY – ACCEPTANCE**

**9.1** Supplier undertakes to deliver the Products according "DDP" (INCOTERMS 2010), and to perform the Services required by the Order within the timeframes, on the dates and at the locations and places agreed when the Order was placed and during the opening hours of the reception centre. Supplier shall refrain from making partial deliveries of the Order except with the prior written consent of REETEC.

**9.2** The Products must be completely identifiable and must not be mixed with Products that correspond to another Order and/or for another destination. The Products must be packaged by reference, which must be clearly stated on a label that is affixed or tied to the package.

**9.3** The Products delivered or the Services shall be subject to the express acceptance of REETEC. Receipt of the Products and Services shall only be deemed to be definitive after REETEC has performed quantity and quality controls.

Unless specifically provided for in the Order, REETEC shall inform Supplier of refusals of Products or Services within fourteen (14) business days as from the date of delivery of the Products or the date on which performance of the Services is completed.

**9.4** If REETEC has reservations, the Products and/or Services that do not comply with the specifications of the Order shall be replaced and/or performed again free of charge by Supplier as soon as possible; the defective Products will be returned to Supplier at its exclusive expense and risks, without prejudice to the application of default penalties and damages, as applicable. If non-compliance continues for more than fourteen (14) days as from notice thereof by REETEC to Supplier, REETEC reserves the right to terminate the Order.

## Article 10 – WARRANTY

**10.1** Except as expressly otherwise provided for in an Order, Supplier shall warrant the Products and Services for a period of twenty-four (24) months as from the date of delivery of the Product or completion of the Service. Said warranty shall cover the obligation for Supplier to intervene at REETEC' first request, at Supplier's exclusive expense and with time being of the essence, at the location and place where the Products are found or the place of performance of the Service, in order to ensure immediate correction (at REETEC discretion) through Product repair or replacement or a new performance of the Service, of the defects discovered, regardless of their nature, including, in particular, the discovery of non-compliance, a failure or latent defect, as a well as all consequences thereof. Supplier must in this respect bear the costs for rectifying said defects. Supplier especially has to bear the costs for disassembling any defect Products and installation of the new Product and re-perform the Services.

**10.2** If there is a doubt, Supplier, which is presumed to be liable, must, as a priority, correct the defects thus discovered and make its own arrangements to provide proof that could exempt it from liability.

**10.3** In the event of extreme emergency, REETEC may repair or replace the Product itself or perform the Service again, without prejudice to Supplier's aforementioned obligations, including the reimbursement of the expenses incurred by REETEC to this end.

## Article 11 – TRANSFER OF OWNERSHIP AND RISKS

**11.1** Ownership of the products shall be transferred in accordance with applicable statutory provisions, especially the provisions of paragraphs 903 ff. German civil code (*bürgerliches Gesetzbuch*) and, at the latest, for fungible items, when they become individual items on the premises of the supplier or its own suppliers or intermediaries. Supplier undertakes to assert REETEC right of ownership under all circumstances and waives all retention of title clauses, the purpose of which, directly or indirectly, is to make the transfer of title contingent on payment of all or part of the price.

**11.2** Except as otherwise provided for in an Order, Products are shipped at Supplier's risks. The risks shall be transferred from Supplier to REETEC upon receipt of the Products and/or Services.

## Article 12 – LIABILITY

Supplier shall be solely liable according to statutory provisions for all losses, bodily injuries, damage to property and non-material harm, of all kinds, that are suffered by REETEC or by any third party as a result of any non-fulfilment or improper fulfilment of an Order by Supplier, including but not limited to the manufacture, delivery and/or assembly of the Products ordered, as well as the performance of the Services.

## Article 13 – INSURANCE

**13.1** Supplier must take out an insurance policy, both for itself and for its sub-contractors, if any, from a reputedly solvent insurance company, in order to cover the financial consequences of its contractual or non-contractual liability being triggered (including by its sub-contractors, if any) due to bodily injuries, damage to property and non-material harm, regardless of the origin thereof, that is caused to REETEC, as well as to any third party during and after the fulfilment of an Order.

**13.2** Said insurance policy must be taken out for an amount that cannot be less than 1,500,000 euros per year of insurance; said amount on no account constitutes a waiver by REETEC with regard to Supplier in excess of said amounts, or a liability cap. Payment of the insurance premiums is the exclusive responsibility of Supplier.

**13.3** Upon acceptance of an Order and at REETEC first request, Supplier must provide proof thereof. In the absence of such proof, REETEC shall be entitled to terminate the Order immediately, without incurring any liability, or to take out an insurance policy in the place and stead of Supplier and to deduct the cost thereof from the price of the Products and Services that Supplier will invoice to REETEC.

## **Article 14 – SAFETY**

**14.1** Supplier shall comply with all employment-related health and safety rules that are applicable to Order fulfilment, regardless of whether they are general in nature or specific to the worksite on which Supplier is required to intervene for an Order, in which case Supplier is obliged to consult such rules and will be deemed to be aware thereof as soon as the Order is placed. Supplier shall retain full authority over its staff, including when it performs work on the REETEC site and shall be responsible for said staff vis-à-vis all relevant authorities, as it is vis-à-vis REETEC. In the event that a breach of applicable safety rules is discovered on the site on which the Services are performed, REETEC reserves the right to suspend the Services in progress and to inform Supplier's manager of such suspension. Supplier may only resume performance of the Services after taking the requisite steps to bring itself into compliance with the site safety rules. Only REETEC can judge whether the actions taken are enough to ensure the safety of Services on site following resumption.

**14.2** If a Service is provided on a site where REETEC carries out operating and maintenance services, Supplier undertakes:

- (i) to comply with any applicable statutory provisions regarding health, safety and environment.
- (ii) to inform REETEC of the occurrence of any occupational accident that affects one of its staff (employee, interim staff, sub-contractor, etc.) and to provide REETEC with all information concerning such occupational accident.
- (iii) to provide REETEC with the total number of hours worked on said site (for its employees and its sub-contractors) in respect of the Order so as to enable REETEC to take into account said Services in its safety monitoring indicators.

**14.3** Supplier undertakes to provide, prior to any work, the accreditations of those who will perform the work and up-to-date documents proving that the regulatory periodic control has been performed on equipment that requires it - at least forty eight (48) hours before the start of the work - and to sign all prevention plans that are submitted by REETEC. REETEC may check the accreditations on site. REETEC reserves the right to deny access to the site if the accreditations and periodic controls are not up to date.

## **Article 15 – INTELLECTUAL PROPERTY**

**15.1** In general, Supplier grants a licence to REETEC for all original works (both technical and intellectual and regardless of the medium used) that are designed for an Order, as and when they are produced, as well as for the associated intellectual property rights, and in particular reproduction, public display and performance, adaptation, marketing and use rights, throughout the statutory terms of protections according to the statutory provisions, especially of the German Copyright Act (*Urheberrechtsgesetz*) and throughout the world. Consequently, REETEC shall be authorised to use, reproduce, adapt, modify, disseminate and utilise said works, in all forms and on all media. Said licence is included in the price of the Order.

**15.2** The plans, working drawings, sketches, manufacturing diagrams, models, software, notes and, in general, all documents, and all written or verbal information disclosed to Supplier during the fulfilment of an Order, shall remain the exclusive property of REETEC or of their author.

**15.3** Supplier warrants that it has all the intellectual property rights required for the purposes of manufacturing the Products and performing the Services ordered by REETEC.

**15.4** Consequently, Supplier shall hold REETEC harmless from all actions, assertions or claims from third parties that result from infringements of industrial or intellectual property rights during the fulfilment of an Order, unless Supplier is not responsible for such infringement. Supplier undertakes in this respect to compensate REETEC in full for the infringement of any intellectual property right whatsoever that belongs to a third party as a result of the fulfilment of an Order.

## **Article 16 – CONFIDENTIALITY**

**16.1** Supplier undertakes to maintain the strictest confidentiality regarding all information, of any kind, that may be disclosed to it by REETEC, on any medium whatsoever, for an Order, including but not limited to, the specifications, plans, designs and trade conditions relating to orders (the "**Confidential Information**").

**16.2** Supplier undertakes not to disclose said Confidential Information to any third party whatsoever and to ensure strict respect for the confidentiality of said Confidential Information by its staff, standing and occasional contractors. In this respect, Supplier undertakes to disclose the Confidential Information only to those of its employees whose knowledge of the Confidential Information is absolutely necessary for the proper fulfilment of the Order.

This confidentiality obligation shall remain in effect for a period of two (2) years following the expiration of the contractual relations that arise from an Order.

## **Article 17 – CUSTOMS**

If Products are dispatched from a country that is not a Member State of the European Union, Supplier must provide, under its exclusive responsibility, all the detailed documents and information required for the customs formalities.

## **Article 18 – DANGEROUS ITEMS**

When dangerous goods are dispatched, Supplier must ensure strict compliance with the applicable regulations and attach a Safety Data Sheet to its Products that is printed in German and English (any updates must also be provided). Supplier undertakes, in particular, to comply with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). In this respect, if, according to the European REACH Regulation, the substances supplied under the contract between Supplier and REETEC must be registered with the European Chemicals Agency, the Supplier guarantees to REETEC, in particular, that the substances have undergone pre-registration and/or will be registered within the timeframes provided for in the European REACH Regulation; said registration must cover the ways in which REETEC will use the substances. The supply must not contain asbestos, a CMR (carcinogenic, mutagenic and reprotoxic) substance, or any products or materials that are prohibited in the European Union. All documents and certificates should be delivered at the same time as the Order and form an integral part thereof.

## **Article 19 – TECHNICAL DOCUMENTATION**

Supplier undertakes to provide to REETEC, upon delivery or when the Services have been completed, all up-to-date documentation in order to maintain and use the Products and Services correctly. Said documentation shall be printed in German and supplied with no surcharge.

## **Article 20 – QUALITY**

Supplier must imperatively ensure that the quality procedures required for the supply of the Products and the performance of the Services are adhered to in full and shall control them at its expense.

## Article 21 – WASTE MANAGEMENT

**21.1** In accordance with the legislation and statutory provisions that are applicable to the management of waste that is liable to be generated by the installation, operation, upkeep and decommissioning of wind farms, Supplier shall manage the facilities that were replaced by a Product in respect of an Order ("**Waste**").

**21.2** The Waste shall be stored in the containers that are provided by Supplier and located at the warehouse for the site that REETEC operates and maintains. If skips are taken to the site, they shall be placed on a part of the site that has been defined beforehand in consultation with REETEC and Supplier.

**21.3** Supplier shall be responsible for the correct storage of the Waste that is produced on the site that REETEC operates and maintains and shall inform the undertakings that process and transport the Waste hired by Supplier, so that they can remove and process said Waste.

**21.4** Within the limit permitted by the applicable law, Supplier shall take responsibility for removing and arranging for the processing of dangerous industrial Waste, common industrial Waste, household Waste and inert industrial Waste.

**21.5** Supplier shall send REETEC the Waste tracking forms, as well as the Waste removal and processing forms.

## Article 22 – SUBCONTRACTING

Where Supplier is authorised to subcontract by REETEC under the conditions provided for in Article 4.1 of the GCP, Supplier undertakes to ensure compliance with the GCP and to ensure that its subcontractors, if any, follow the requirements thereof. Supplier expressly undertakes, in all cases, to remain personally liable for the perfect fulfilment of the Order vis-à-vis REETEC. It is expressly agreed between the Parties that Supplier's subcontractors may not in turn subcontract.

## Article 23 – FORCE MAJEURE

**23.1** Cases of force majeure are external events that were not reasonably foreseeable and that are uncontrollable, which prevent one of the parties from fulfilling its obligations.

**23.2** In this case, the obligations of the Party that affected by an instance of force majeure shall initially be suspended, the performance deadlines extended and the Order shall remain in force. In the event of force majeure that lasts for more than one (1) month, any Party may terminate the Order as of right, with immediate effect, by sending a registered letter with return receipt.

## Article 24 – SUSTAINABLE DEVELOPMENT

REETEC has set up an integrated management system, the purpose of which is to ensure and improve quality, health and safety at work, as well as environmental friendliness. The aim of this approach is to improve and boost REETEC' overall performance in a spirit of sustainable development. Supplier is obliged to refrain from any acts or omissions that would violate such management systems.

- **Quality (ISO 9001):** a quality management system aims to improve the overall organisation of REETEC with a view to guaranteeing the quality of products and increasing client satisfaction.
- **Safety (OHSAS 18001):** a system for managing occupational health and safety allows REETEC to mitigate risks for its employees and other stakeholders and to improve REETEC' performances in terms of occupational safety.
- **The Environment (14001):** an environmental management system provides REETEC with an organisational framework and a means of controlling the impact it has on the environment.



## **Article 25 – GOVERNING LAW – JURISDICTIONS**

**25.1** All Orders placed by REETEC with Supplier, shall be exclusively governed by German Law.

**25.2** In the event of a dispute concerning the conclusion, performance, non-performance or termination of an Order, such dispute shall be submitted to the exclusive jurisdiction of the Courts of Bremen.

**Bremen, 08-05-2019**

### **REETEC GmbH**

Regenerative Energie- und Elektrotechnik