1. **Scope of Application**

1.1. This GPC applies to each of the parties in any and all transactions, orders, agreements, modifications, or amendments concluded between the Purchaser and the Contractor for the purposes of the Contract, and between the Purchaser and the Contractor for the purposes of the Contract.

1.2. Purchaser hereby expressly agrees to the terms and conditions of the Contract as set forth in the attached Contract and any modifications thereto.

2. **Creation of Contract**

2.1. By the issuance of an order confirmation ("Order Confirmation") of the PO, Contractor confirms receipt and acceptance of the PO and these GPC ("Contract"). The order shall be deemed to have been confirmed by Purchaser in writing, if such writing shall not have any binding effect and shall not become part of the Contract as defined in Clause **Error! Reference source not found.**.

2.2. Alternatively, the PO and these GPC shall be deemed accepted by Contractor if within the above time limit that he will start in due course, Purchaser is entitled to cancel the PO at any time without owing any costs or liability towards Contractor.

2.3. The Order Confirmation shall include, as a minimum, the PO number, number of Supply Items and/or Services ordered, price per Supply Item and/or Service, time for delivery and any other information that the Parties may agree to include.

3. **Documents / IP Rights**

3.1. Purchaser hereby retains any and all property rights, including copyrights and other intellectual or industrial property rights, regarding figures, drawings, models, designs, calculations, design drawings and other documents and data ("Property Rights") that it provides to Contractor for the performance of the Contract. Contractor is not entitled to use such Property Rights for any purpose other than the proper performance of the Contract, make them available to third parties or copy them without Purchaser’s prior written consent. After performance of the Contract, Contractor shall delete any electronic data and return any documents received under the GPC, in the event of conflict between the documents making up the Contract, the order of precedence shall be: (1) the additional agreement, modifications or amendments concluded between the Parties in writing; (2) the PO; and (3) the GPC.

3.2. Contractor remains solely responsible for the completeness and validity of all drawings and calculations, design drawings and other documents or information provided by the Contractor, including that which hold any interest or are a legally independent enterprise in which Nordex holds any interest or is a legally independent enterprise in which Nordex Energy GmbH (with “control” meaning the possession of the power to direct the management or policies of an entity, directly or indirectly, whether through the ownership of voting shares by way of the stated power), is controlled by, or is under common control with Nordex Energy GmbH (with “control” meaning the possession of the power to direct the management or policies of an entity, directly or indirectly, whether through the ownership of voting shares by way of the stated power).

3.3. Any know-how, intellectual property rights, including, without limitation, inventions, utility models, patents, trademarks, service marks, design rights (whether registered or unregistered), copyright and design copyright, and any application for any of the foregoing, developed by the Contractor, or on behalf of the Contractor, in connection with (i) a specifically agreed development or service under the Contract, or (ii) a Purchaser specific modification of Contractor’s Supply Items or Service ("New IP Rights") shall become the property of Purchaser upon its creation and is covered by the corresponding price. In addition to a detailed notification to Purchaser, the Contractor shall cease its action and take whatever action is necessary to secure the assignment of such New IP Rights to Purchaser.

3.4. Notwithstanding its rights to assign ownership, the Contractor hereby grants Purchaser in advance an unconditional, irrecoverable, transferrable and worldwide license to any New IP Rights, either in their original or in any modified form. The royalty for such license is compensated by the corresponding price. Such license is exclusive for a period of seven years after delivery of the first Supply Item or Service ("Exclusivity Period"). For the time after the Exclusivity Period that Purchaser is granted as a non-exclusive license. During the Exclusivity Period the Contractor shall not use any New IP Rights other than for the purposes of the Contract.

3.5. If the New IP rights have been assigned to Purchaser in accordance with clause **Error! Reference source not found.** Purchaser is entitled to use the New IP free of charge, terminated but not barred for the Contractor, and as the time for the after the Exclusivity Period for all other purposes at market conditions.

3.6. In the event that the Contractor makes use of its own existing intellectual property rights ("Back-ground IP") in the work result or to manufacture the Supply Items, then the Contractor must disclose this without undue delay after gaining knowledge thereof. If the Purchaser is aware of the extent the Contractor intends to use the New IP the Contractor grants Purchaser a non-exclusive unconditional, irrecoverable, transferrable and worldwide license to use the Back-ground IP.

3.7. Irrespective of the above provisions, each party is also entitled to use any New IP for the purpose of further research and development also outside of the Contract.

4. **Timing of Performance**

4.1. Contractor shall not deliver or perform without undue delay in writing if it becomes or should have become aware of facts that suggests that the performance of the contract will be delayed. The obligation to adhere to the agreed dates remains unaffected and the notification does not release the Contractor from any liability. Any premature performance of the Contract shall be subject to Purchaser’s prior approval in writing.

5. **Prices: Passing of Risk, Payment Terms**

5.1. The passing of risk is in any and all transactions, orders, agreements, modifications, or amendments concluded between the Purchaser and the Contractor for the purposes of the Contract. Unless otherwise agreed, the prices include all services and ancillary services of the Contractor (e.g. erection/mounting, operation and maintenance, inspection and testing, repair, maintenance, including the cost of all services and ancillary services of the Contractor for the purposes of the Contract). The Contractor is responsible for all taxes (e.g. property tax, sales tax, value added tax) and expenses associated with the delivery of the Supply Items and related services. The price includes all indirect costs (e.g. property tax, sales tax, value added tax) and expenses associated with the delivery of the Supply Items and related services.

5.2. The Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations.

5.3. In the event of a request for price adjustment or any other request for change, Purchaser shall pay all amounts due to Contractor in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations.

5.4. If Purchaser disputes the Contractor’s invoice, the Contractor shall not invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the Contractor shall invoice Purchaser for the amount due in accordance with the applicable tax regulations.
Contractor is fully responsible and liable for any of its sub-suppliers and sub- contractors. Contractor agrees that all disputes arising out of or in connection with the contract (including these GPC) shall be submitted to the International Court of Arbitration or to the International Arbitration of the Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The language of the arbitral proceedings shall be English. If the claim by the party initiating the proceedings is less than EUR 250,000 the party initiating the proceedings may – instead of starting arbitration - also bring the claim before the competent court. The Competent Court shall maintain its jurisdiction for the case brought before it, even if a counter claim is raised.

Part 8 - SUPPLY

16. Delivery; Transfer of Risk, Delay

16.1 Unless otherwise stipulated in the PO, the items named in the respective PO ("Supply Items") shall be delivered DDP at the place of delivery according to INCOTERMS 2000. In deviation from the INCOTERMS 2020, Contractor shall also be responsible for the unloading of the Supply Items at its own cost and risk at the place of delivery.

16.2 Transfer of risk and transfer of title to the Purchaser shall occur upon completion of the unloading of the Supply Items at the place of delivery.

16.3 Any remediation payment and the proving of the unloading of the Supply Items shall constitute a defect-free acceptance of the Supply Items or waiver of any rights.

16.4 In case after delivery of the outstanding Supply Items, Contractor shall be entitled to return the defective Supply Items for replacement or repair within a period of six (6) months after transfer of risk to the Contractor.

16.5 Purchaser shall be entitled to return packaging material to Contractor without additional cost.

17. Warranty for Supply Items

17.1 Contractor warrants that the Supply Items correspond to the specifications stated in the PO, are in accordance with the accepted rules of the wind industry, fulfil the requirements of the technical standards, provisions and statutory law of Contractor and Contractee as well as in such Software Maintenance, Contractor will be fit for the intended purpose. The Supply Items shall also be free of rights, liens and encumbrances of third parties. A breach of the aforementioned warranties shall be considered a defect of the Supply Items.

17.2 Purchaser shall inspect the delivered Supply Items and notify any apparent defects within fourteen (14) days after delivery or in case of hidden defects after discovery, in case Purchase and Contractor agree under an insurance policy or by assurance agreement, the Contractor shall only be obliged to inspect the delivered Supply Items for quantity and identity as per the remainder of this PO ("Delay LDS") for each commenced day of delay. The Delay LDS are limited to an amount of 15% of the delayed PO's value. Purchaser is entitled to claim additional damages. The delay shall be limited to six months after transfer of risk to the Contractor. Purchaser shall be entitled to raise claims according to this provision until the final (i.e. invoice has been settled, even if any such claim was not expressly reserved upon delivery).

17.5 Contractor shall bear all costs of Subsequent Performance, in particular the costs for examination and correction of defects, the additional expenses and transport costs. Furthermore, the Contractor shall reimburse the expenses for the removal of the defective Supply Items and the installation or attachment of the repaired or delivered defect-free Supply Items.

17.6 For mitigation purposes the Purchaser is entitled to remedy the defect by itself but at Contractor's costs if and to the extent Contractor was previously duly informed and (a) a reasonable period for the Subsequent Performance has lapsed, or (b) Contractor's prior Subsequent Performance has failed or (c) there is an extraordinary urgency due to threat of physical injury or risk or financial losses. Any other statutory rights and remedies remain unaffected.

17.7 During the Subsequent Performance or Purchasers self-repair the warranty period shall be suspended. The warranty period shall expire not earlier than three (3) months after the suspension has ended. In case Contractor replaces the Supply Items within the initial warranty period, any further replacements in case of defects repairs the defective Supply Item the initial warranty period shall only commence anew for the remedied part of the Supply Items.

18. Sub-Suppliers of the Contractor

18.1 Contractor shall only exercise retention rights against its sub-suppliers with Purchaser's prior consent, if such retention right endangers the timely delivery of the Supply Items.

18.2 If any of Contractor's sub-suppliers threatens to execute any retention rights, the Contractor shall immediately inform Purchaser. Purchaser is entitled to directly remunerate Contractor's sub-suppliers if the execution of retention rights is threatened, provided that such retention rights are founded on valid claims and the direct payment leads to a performance in full discharge of the Contractor. Purchaser shall have a claim against Contractor for any remuneration paid by Purchaser to Contractor's sub-suppliers. Contractor shall also have a claim against the Contractor or affiliated companies of the Contractor. The right of the Purchaser to request further compensation from or take other recourse against the Contractor ceases, if the Contractor immediately informs Purchaser of the breach of any of its obligations.

19. Spare Parts; Software Maintenance

19.1 Spare parts availability of spare parts as well as wear and tear parts, which which regard to fit, form and function to allow their use in the Supply Items, will be procured by the Contractor and will be one of the contractual obligations.

19.2 If the Contractor intends to discontinue the production of specific spare parts or wear and tear parts for the Supplied Items, Contractor will notify Purchaser in writing without undue delay. Any such notice shall be given in writing at least six (6) months before the notice to Purchaser and the intended discontinuation of production. In such notification, Contractor will inform Purchaser of potential substitutes following the same form and function and the same conformity as the original spare part.

19.3 Contractor further warrants that any software forming part of the Supply Items – no matter whether as separate Supply Item or embedded software of a Supply Item – will be supported by Contractor and updated and whenever possible, interoperable in common environments ("Software Maintenance") be secured for a period of twenty (20) years after expiry of the Supply period.

19.4 If Contractor intends to modify Software Maintenance, Contractor will notify Purchaser in writing without undue delay. There must be a period of at least three years between modification and commencement of software maintenance.
(3) months between the notice to Purchaser and the intended discontinuation of the Software Maintenance. Contractor upon cessation will make available the relevant software tools and information for self-maintenance to Purchaser. This Clause 19.4 will have no effect on the general obligation as stipulated in Clause 19.3.

20. Hazardous Goods; Export Control; Delivery Documents

20.1 Contractor shall comply with the applicable national and international provisions concerning packaging, declaration and labelling of goods and inform Purchaser accordingly. Contractor shall also comply with diverging or additional provisions in the destination of the named in the respective PO.

20.2 Prior to accepting the PO, Contractor shall investigate whether the Supply Items or any parts thereof are considered as hazardous goods in the country of origin, destination or transit. In such case, Contractor shall comprehensively inform the Purchaser without undue delay. Upon acceptance of the PO, Contractor shall complete the hazardous goods declarations required by statutory law or administrative regulations and transmit a signed version thereof to Purchaser.

20.3 Contractor shall inform Purchaser without undue delay in writing if and to what extent the Supply Items are subject to export restrictions, require any official export clearance or must comply with other statutory and/or administrative restrictions.

20.4 Contractor shall fulfill its information obligations under Clauses 20.1 to 20.2 by transmitting a comprehensive data sheet to Purchaser. Contractor shall include and attach Purchaser's PO number and all identification marks named in the PO to the relevant shipping and/or delivery documents.

20.5 Contractor shall be solely liable for any damages caused or any other negative impact on the fulfillment of the PO (e.g. delay, additional costs, etc.) due to inaccuracies in declarations, improper treatment of hazardous goods or any other non-compliance with aforementioned obligations, unless the Contractor can demonstrate that it has no fault of any kind.

Part C – SERVICES

21. Place of Performance; Acceptance

21.1 The Contractor shall perform the services at the place named in the PO. If the PO does not explicitly name the place of the services, the place of performance shall be derived from the circumstances.

21.2 Purchaser shall accept the performed services if they are in conformity with the Contract. Transfer of risk shall occur upon acceptance.

22. Warranty for Services

22.1 Contractor warrants that its services are being performed in a workmanlike manner and at least in accordance with the applicable industry standard. Furthermore, Contractor warrants that its work results are free of material and legal defects, have the agreed quality and are fit for the contractual purpose. Contractor shall inform Purchaser without undue delay if it becomes aware of facts that may endanger the performance of the services or question the information provided by Purchaser.

22.2 Contractor shall be liable according to the statutory provisions. Defective works are subject to the statutory provisions, however, (i) the warranty period shall be three (3) years commencing after acceptance, unless statutory law provides for a longer warranty period and (ii) the remedies are subject to the stipulations in Clause 17.4 subsequent.

23. Invoicing

Contractor is entitled to issue an invoice upon full performance and acceptance of all services and provision of the documentation agreed in the Contract. Contractor shall issue a final invoice even in case Purchaser has agreed to make partial payments to Contractor.

24. Cancellation and Suspension

24.1 Purchaser remains entitled to cancel the Contract or any services agreed under the Contract at its sole discretion and with immediate effect, at any time prior to full performance of the services. In case of such cancellation, Contractor shall be entitled to the agreed compensation for the services already performed at the time of cancellation. Unless agreed otherwise, the compensation for partly executed services shall be calculated pro rata. Apart from the compensation for the services already performed, any rights or claims of Contractor shall be excluded to the extent permitted by the law.

24.2 Purchaser further reserves the right to demand a temporary suspension of work ("Suspension") if Purchaser or its customer does not obtain the necessary permit for the construction or operation of the project or if other technical, economic or operational reasons for which Purchaser is not responsible and which could not have been foreseen by Purchaser at the time of conclusion of the contract so require.

24.3 In the event of a Suspension of more than fourteen (14) calendar days, Contractor shall be entitled to compensation of additional costs and adjustment of the schedule. Contractor will submit an appropriate proposal to this effect.

24.4 If the Suspension lasts longer than a total of thirty (30) calendar days, Contractor has the right to cancel the Contract. Section Error! Reference source not found..1 applies.

25. Minimum wage, foreign employees, subcontractors; work safety

25.1 Contractor hereby confirms to Purchaser that it complies with the applicable laws on minimum wage and the employment of foreign workers.

25.2 Contractor hereby warrants that he and any sub-contractors and/or assigned lenders will comply with the applicable laws on minimum wage and the supply of temporary workers.

25.3 Contractor ensures to secure that in performing the services all applicable work safety rules are complied with including those of any specific project site of Purchaser or its customer. Contractor will actively make itself familiar with any applicable work safety rules and instruct its employees and sub-contractors accordingly.

25.4 Contractor shall hold Purchaser free and harmless from any claim which may be brought against Purchaser under the applicable laws on minimum wage, the supply of temporary workers or work safety by Contractor's employees and/or of employees of any sub-contractor or assigned lender contracted by Contractor shall bear any damages and costs – including any necessary legal defence costs – which arise from such disputes, unless Contractor cannot be held responsible for the breach or (alternatively) he acted without negligence with regard to the selection and the surveillance of sub-contractors which do not qualify as vicarious agents. Any rights and remedies under statutory law remain unaffected.

25.5 Contractor shall support Purchaser in defending against such claims to the best of his knowledge and with the greatest possible care.

Nordex Group GPC Purchasing
English version (valid as of 07/2020)