

General Terms and Conditions for Purchase

Version 3.0

1. Validity

- 1.1 These General Terms and Conditions for Purchase ("Terms for Purchase") shall govern and form an integral part of all purchase orders or Subcontract agreements entered for the supply of goods and/or the execution of works ("the Works") by the Supplier and ordered by ProCon Wind Energy A/S (business registration no. 40107533) or any other subsidiary of ProCon Group ApS (business registration no. 40107010) ("ProCon"). Any deviating terms and conditions of the Supplier shall be null and void, including but not limited to the Supplier's terms and conditions referred to in correspondence, offers, tender documents, acceptances, order confirmations, invoices or other documents exchanged between the Supplier and ProCon.
- 1.2 The term "Works" shall both include tangible and intangible goods and services, and where appropriate be deemed to include software, service requirements and spare parts that may accompany the goods and services.
- 1.3 The term "Agreement" when used in these Terms for Purchase comprises all purchase orders or Subcontract agreements entered between ProCon and the Supplier as well as these Terms of Purchase.

2. Acceptance

- 2.1 By ProCon referencing to these Terms for Purchase in a request for proposal, purchase order, purchase agreement or any other written communication, these Terms for Purchase are applicable between the parties.
- 2.2 The Terms for Purchase apply for any purchase, unless deviated in writing between the Parties. Deviations from the Terms for Purchase are only valid if such deviation was expressly approved by ProCon in writing.
- 2.3 In case of discrepancies and/or inconsistencies in documents, the following order of priority shall be applicable:
- (i) ProCon's Quotation to the Purchaser,
 - (ii) these GTCs,
 - (iii) a purchase agreement and
 - (iv) other documents agreed between the parties.

However, any signed purchase agreement between the parties shall prevail as the highest document, if expressly agreed. All other documents shall thus prevail in the same priority as specified above.

3. Supplier's Obligations

- 3.1 The Supplier shall execute the Works in compliance with the terms and conditions of the Agreement which ProCon has entered into with the Supplier for the specific project, including the technical specifications and applicable statutory and regulatory provisions such as EU directives (if applicable) and industry standards, quality and design requirements, and in compliance with environmental, health and safety regulations and without using any materials or components which have been identified as harmful by industry standards or applicable regulations.

- 3.2 The Supplier shall provide sufficient personnel to ensure performance, completion and manufacture of the Works within the agreed delivery time. All personnel employed by Supplier shall be competent, skilled and experienced in accordance with good industry practice.
- 3.3 Where the Agreement provides for installation, commissioning or any other work to be carried out by the Supplier, such work shall be executed with good workmanship and using only new and proper materials.
- 3.4 The Works shall have a designed lifetime of minimum 25 years.
- 3.5 The Supplier shall be solely responsible for obtaining approvals (if any) from the authorities. Copies of approvals shall be submitted to ProCon on request.
- 3.6 Supplier must immediately inform ProCon about disagreements or impossibility of meeting applicable requirements.

4. Variations

- 4.1 ProCon may from time to time before or after delivery of the Works instruct the Supplier to make changes in the Works. The Supplier shall consider any such change and submit to ProCon its proposed adjustments of price and delivery time (if any). Such proposal does not justify any amendment of the Agreement, unless otherwise agreed.
- 4.2 If the Supplier finds that he has received a document, drawing or instruction, which in his opinion constitutes a change in the Works, he shall notify ProCon accordingly of any proposed new price and delivery time at the same level of cost and profitability as the original price. If such a notice has not been received within 5 working days from receiving the changes, the Supplier shall be obliged to effect the change without any separate consideration or additional payment and without affecting the delivery time applicable to the Works.
- 4.3 If the Supplier believes it is legally or physically impossible to comply with the instructions or believes it will create a hazard to safety or affect the warranties given by the Supplier, the Supplier shall immediately notify ProCon in writing.
- 4.4 The Supplier must allow ProCon at least 5 working days to consider any new price and delivery date. The change shall only take effect after ProCon has accepted the new price and delivery time in writing.
- 4.5 If ProCon does not confirm the change, the performance of the Agreement shall continue as though the said change had not been issued.
- 4.6 Any change initiated without ProCon's written acceptance shall be on the Supplier's own account and risk.

4.7 If the changes can subsequently not be agreed upon by the parties, the increase or decrease in the price for carrying out the changes must be calculated on the basis of the goods, services and expenses incurred without any additional charge and on the basis of the Supplier's hourly rates applying to the original scope of works using the same level of cost and profitability as in the original price. At the request of ProCon, the Supplier shall be obliged to substantiate the changes in price and delivery time.

5. Documentation and certificates

5.1 Together with the Works, the Supplier shall deliver complete product documentation including test report; user-, installation- and service manuals and diagrams. Product data sheet showing the norms and standards the Works complies with as well as product approvals must be sent to ProCon together with the order confirmation or at latest before any delivery is initiated. The components used in the Works must be specified by the Supplier and documented by corresponding certificates. Test reports from an independent authorized certification institute showing the compliance with relevant norms and standards, including, but not limited to IP test shall be delivered by the Supplier to ProCon along with a copy of the Supplier's ISO 9001 certificate.

5.2 If shipment is required, the Supplier shall transmit to ProCon by email copies of shipping invoice, packing list and certificate of origin on the day of shipment.

5.3 For Works to be lifted or displaced using lifting tools or machineries, the Supplier shall provide manual with description of procedures.

5.4 All documentation must be in English, unless otherwise agreed.

6. Spare parts

6.1 The Supplier will provide out of warranty service to ProCon and ensure that compatible spare parts are available at commercially reasonable prices for a period of minimum 20 years after the last delivery to ProCon.

6.2 The spare parts must be fully interchangeable with original parts.

7. Software (if applicable)

7.1 The Supplier agrees to provide all updates and modifications to the software provided by the Supplier to ProCon during the warranty period without additional charges.

7.2 Any license fees for software shall be included in the price.

8. Quality management, inspection and testing

8.1 ProCon and its client shall at any time be entitled to inspect, examine and test on the Supplier's premises the goods and quality of all Works to be supplied under the Agreement.

8.2 The Supplier shall carry out all tests and inspections as detailed in the Agreement. If ProCon requires, the Supplier shall carry out any inspection, test or retest on any materials or equipment provided by the Supplier in order to confirm that the requirements of the Agreement are met.

8.3 ProCon and its client have the right to attend any test or inspection carried out by the Supplier. The Supplier shall notify ProCon in adequate time, but in any event not less than 10

working days prior to each test or inspection, in order that ProCon may exercise this right.

8.4 The Supplier shall deliver certified copies of all such test records and inspection reports as soon as they become available.

8.5 No test or inspection shall relieve the Supplier of any obligation to perform the Works in strict conformity with the Agreement.

9. Acceptance

9.1 ProCon shall have the right to reject the Works in whole or in part whether or not paid for in full, or in part if they do not conform to the requirements of the Agreement.

9.2 The Supplier shall be obliged to remedy any defects pointed out by ProCon.

9.3 ProCon shall set a time, prior to which the defects pointed out, shall be remedied. The time limit shall depend on the nature and condition of such defects and other relevant circumstances.

9.4 The Supplier shall immediately notify ProCon when defects are remedied.

9.5 Failure to remedy any such defects within the time set by ProCon shall entitle ProCon to have the defects remedied by third parties on the Supplier's account and risk and/or to demand a reduction in the agreed contract price for the work, at the sole discretion of ProCon.

10. Packaging

10.1 All Works must be properly protected against deterioration during both transport and storage in accordance with the highest industry standards.

10.2 No dust, moist or condense may occur during storage and transport in normal weather conditions. Silica bags can for instance be used to absorb moist inside the package.

10.3 Any colli above 20 kg must be placed on a pallet. Any pallet containing components with individual value above 100.000 DKK (13.000 EUR) may on request by ProCon be required to have a tilt watch and/or shock watch(es) attached to the colli and the serial number thereof must be sent to ProCon.

10.4 The Supplier is obliged to inform ProCon of any requirements in relation to the handling/storage of components or materials to avoid corrosion, moisture and other forms of deterioration.

11. Delivery and passing of property rights and risk

11.1 All Works shall be delivered Delivery Duty Paid ("DAP" Incoterms® 2020) to the agreed address on the requested date.

11.2 Partial delivery is not allowed, unless otherwise agreed.

11.3 All shipments must include a delivery note. Any shipment must include a detailed list for each pallet. The corresponding packing list is to be attached to each pallet.

11.4 Title to and property rights in the Works and of components and materials integrated or meant to be integrated into the Works, free and clear from liens and other encumbrances, shall pass to

ProCon on the earlier of; integration of components or materials in the works performed by ProCon for its customer; delivery of the Works to ProCon or; the Supplier being entitled to payment in accordance with the Agreement.

11.5 Risk shall pass to ProCon upon delivery to ProCon.

11.6 Components and materials becoming the property of ProCon prior to delivery shall be stored separately and shall be clearly marked and visibly identified as ProCon's property.

11.7 The Supplier shall make no deliveries before the agreed delivery date(s), and ProCon shall not be liable for any costs caused by or related to production, installation, assembly, commissioning or any other work related to the Works prior to delivery.

12. Timing and delay

12.1 Time is of the essence for ProCon.

12.2 Upon request and unless otherwise agreed between ProCon and the Supplier, the Supplier shall prepare a detailed time schedule and present it to ProCon for approval within 14 working days after the date of entering into the Agreement. Input data shall cover engineering, procurement, manufacturing, quality control, tests, packing and transport data.

12.3 If, during the performance of the Works, an alteration of the main time-schedule becomes necessary, the Supplier shall cooperate with ProCon in the planning of the necessary acceleration in work so as to avoid delay.

12.4 ProCon is entitled to demand that possible delays are prevented by an extra effort on the Supplier's part, for instance in the form of additional manpower, overtime or shift work.

12.5 The Supplier shall, free of charge, place at ProCon's disposal any information considered by ProCon to be necessary for planning and follow-up on time schedules.

12.6 If the Supplier anticipates that it will not be able to deliver the Works at the time for delivery, the Supplier shall immediately notify ProCon, stating the reason and the time when delivery can be expected. The notification shall include the Supplier's proposal for acceleration of the Works to achieve the delivery time.

12.7 Measures for expediting progress shall include the use of additional manpower and material, multiple shift and weekend work, premium means of transport (such as airfreight). The costs for acceleration measures shall be borne by the Supplier, unless to the extent ProCon is liable for the delay.

12.8 In the event of delay in delivery, the Supplier shall pay liquidated damages to ProCon at the rate of 3% of the price set out in the Agreement for each commenced week of delay, calculated pro rata, with a maximum of 20 % of the price set out in the Agreement. Upon accrual of the maximum amount, ProCon shall be entitled to terminate the Agreement.

12.9 The rights and remedies of ProCon provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

13. Suspension

13.1 ProCon may at any time instruct the Supplier to suspend the performance of the Works or portion thereof by giving notice to the Supplier.

13.2 In such case, the Supplier shall discontinue performance under the Agreement to the extent specified in the suspension notice, place no further orders or subcontracts other than those required in the suspension notice in respect to the suspended part of the Works, and take all other reasonable steps to minimize costs associated with the suspension.

13.3 Except where ProCon has suspended the Works due to the Supplier's breach and/or force majeure, and subject always to the suspension exceeding 30 calendar days, ProCon shall compensate the Supplier for its direct costs and reasonable expenses (excl. any profits or overheads) directly attributable to the suspension which are incurred during the suspension period, provided that the same are reasonable and properly evidenced in writing by the Supplier.

13.4 The Supplier shall use its best efforts to avoid additional costs.

13.5 The Supplier shall be entitled to no other payment or compensation during the period of the suspension or as a consequence of the suspension.

14. Warranties

14.1 The Supplier warrants and guarantees that the Works supplied, at the date of delivery and for the duration of the warranty period are; in strict conformance with their technical specifications; free from defects in quality, materials and workmanship; in compliance with all applicable rules, regulations and best industry standards of the jurisdiction that the Works are intended for utilization in; and fit for the purpose for which they are intended.

14.2 The warranty period is (i) 60 months from ProCon's or its client's actual use of the Works or (ii) 72 months from the date of acceptance of delivery of the Works or the works which the Works forms part of by the client of ProCon, whichever of the periods (i) or (ii) expires last.

14.3 If ProCon detects any Works having a defect after acceptance thereof, ProCon shall be entitled to, at ProCon's choice, to require the Supplier to remedy the defect promptly, to replace the defective Works or to fully refund the Agreement price of the defective Works.

14.4 Replacements and repair work will be covered by the above warranty and for an additional period of 24 months from acceptance of these repairs and replacements by the client of ProCon, however, in no event shorter than the original warranty period.

14.5 If the same, or roughly the same type of defect occurs, in 3 products or components, manufactured to the same design, which have been delivered by the Supplier to ProCon under this agreement, such defect may be defined as a serial defect. Upon identification of a serial defect, the Supplier shall at its own costs and risk investigate and, if required, remedy all products delivered and comprised by such serial defect.

14.6 Time for repair and/ or replacement must be planned and agreed with ProCon.

14.7 The Supplier shall bear all costs required for the rectification and repair of defects in the Works, including, but not limited to transport, logistic, labour costs and any other costs connected with rectification and repair of defects at the site of installation/operation of the defective Works.

14.8 The Supplier's liability in respect of remedial works shall, including costs incurred in repairing or replacing the defective product, in no event exceed an amount equal to 100% of total price under the Agreement.

15. Prices

15.1 The ProCon agrees to pay Supplier the price stated in the Agreement for the Works. The price is incl. of taxes, export declaration as well as customs clearance, storage, packing, insurance, transport and shipment as applicable, but excl. VAT.

15.2 The Supplier warrants that the prices for the Works will not be less favorable than prices applicable to sales by the Supplier to any other customer purchasing like quantities of substantially comparable products.

16. Payment

16.1 The Supplier shall send its invoice after the delivery and acceptance of the Works by ProCon, and payment shall be made current month + 60 calendar days after receipt of properly submitted invoice to ProCon.

16.2 Invoices shall be send in PDF or OIOUBL format to accountswind@ProCon.as and shall refer to the appropriate purchase order number, ProCon's project number, name of contract person of ProCon and clearly state the Works, which the invoice cover. Insufficient invoices will be returned by ProCon for correction.

16.3 ProCon may at any time set off any amount payable by ProCon to the Supplier in connection with the Agreement.

17. Indemnification

17.1 The Supplier shall indemnify and hold ProCon harmless from and against all liabilities, including without limitation product liability, claims, losses, damages, costs and expenses (including reasonable attorney's fees), arising from or relating to the Supplier's failure to comply with any of its obligations under the Agreement.

17.2 The Supplier shall indemnify and hold ProCon harmless from and against all liabilities, claims, damages, losses, suits, costs and expenses (including reasonable attorney's fees), arising from or relating to a third party's claim arguing that the Works constitute infringement, violation or misappropriation of any intellectual property right or other proprietary right of a third party. The Supplier shall procure the right for ProCon to continue to use the Works at no extra costs to ProCon.

18. Insurances

18.1 The Supplier shall establish insurance coverage with a reputable insurer company against all those risks arising from the Supplier's obligations in the Agreement for the duration of this Agreement,

including general liability and product liability insurance cover of at least 2 million EUR per occurrence.

18.2 Satisfactory evidence of such insurances and payment of current premiums shall be shown to ProCon upon request.

19. Confidentiality

19.1 The Supplier acknowledges, that ProCon has duties of confidentiality to the client, and therefore the Supplier may not reveal any confidential information under this Agreement or the existence of the Agreement or the fact that it is carrying out Works for ProCon, without prior written consent from ProCon.

19.2 Any kind of information, both written and orally, that ProCon gives to the Supplier shall be considered as confidential information.

19.3 The Supplier agrees it will use the confidential information only in furtherance of its Works under the Agreement and shall not transfer or otherwise disclose the confidential information to any third party. Access to confidential information shall only be given to those employees with a need to have access in furtherance of or in connection with this Agreement.

19.4 Whenever required by ProCon, the Supplier shall return any written information/documents belonging to or containing confidential information in relation to ProCon or its clients.

20. Intellectual Property Rights

20.1 All of ProCon's documents are and shall remain the exclusive property of ProCon. ProCon's know-how shall only be used in connection with the Agreement and shall not be used for other purposes or released to a third part.

20.2 The Supplier expressly represents and warrants that it will not, and shall ensure that its subcontractors will not, directly or indirectly infringe the intellectual property rights of ProCon's clients or ProCon or any other third party.

20.3 Any violation by the Supplier shall constitute a material breach of the Agreement. The Supplier shall indemnify ProCon and the client for any losses, claims, changes in costs and expenses arising due to infringement or alleged infringement of a patent, registered design, trademark, copyright or any other intellectual property right in connection with the use of the Works executed by the Supplier.

21. Force Majeure

21.1 Neither the Supplier nor ProCon shall be held liable if performance of its respective obligations under the Agreement is made impossible due to circumstances beyond such party's control which it could not foresee, avoid, prevent or overcome at the time of conclusion of the Agreement (a "Force Majeure Event").

21.2 Strike of the Supplier's employees and of its subcontractors shall not be considered as a Force Majeure Event, unless it is a sector or general strike.

21.3 Any party which obligations are affected by a Force Majeure Event shall inform the other party in writing and without delay within 3 working days after the date on which the Force Majeure Event has occurred. If such notice of force majeure is not given

within 3 working days, the affected party shall not be entitled to any suspension or relief of its obligations under the Agreement.

21.4 Either party shall be entitled to terminate the Agreement by written notice to the other party, if performance of the Agreement is delayed more than 3 months by reasons of a Force Majeure Event, subject always to the notification requirement under clause 20.3 having been fulfilled.

22. Termination

22.1 ProCon may terminate the Agreement for cause at any time with immediate effect in case of: material breach of contract by default, delay, mal- or non-performance by the Supplier, if such breach has not been remedied within 10 business days from the Supplier receiving notice hereof; or upon accrual of the maximum amount of liquidated damages under clause 12.8. The consequences of termination for cause shall be Supplier's reimbursement of any portion of the contract price already received against ProCon's return of any part of the Works already delivered to the extent reasonable returnable.

22.2 ProCon is entitled at its sole discretion to terminate all or part of the Agreement without cause for any reasons whatsoever and at any time by giving written notice to the Supplier. In such event, the Supplier shall be entitled to compensation for Works completed plus reasonable unavoidable expenses (Supplier shall use best efforts to avoid expenses) in relation to Works not yet performed. Supplier is not entitled to any compensation for overhead costs and/or lost profit.

23. Subcontracting and assignment

23.1 The Supplier shall not subcontract or assign any part of the performance required under the Agreement without the prior written consent of ProCon.

23.2 ProCon is entitled to assign and/or transfer this Agreement and all rights and obligations thereunder by giving written notice to the Supplier.

23.3 The Supplier shall be solely liable for the subcontractors and other parties engaged by the Supplier and shall ensure that the subcontractors comply with the terms and conditions specified in the Agreement.

23.4 ProCon is entitled to request technical clarification or project meetings with the Supplier's subcontractors, and ProCon and its clients are entitled to communicate directly with the Supplier's subcontractors.

23.5 If requested, the Supplier shall provide ProCon with copies of the conditions of the quotation from his subcontractors and final orders.

24. Governing law and disputes

24.1 The governing law of the Agreement shall be Danish Law.

24.2 ProCon, the Supplier and its subcontractors (where applicable) shall seek to mutually resolve any dispute arising during the performance of the Agreement, with minimal impact to any commercial and delivery agreements.

24.3 Performance of the Works under the Agreement shall continue during any dispute resolution process, unless ProCon issues a suspension notice.

24.4 Any dispute arising out of or in connection with the Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

24.5 The place of arbitration shall be Aalborg, Denmark. The language to be used in the proceedings shall be English. The arbitral award shall be kept confidential.