

General Terms and Conditions for Sale of Equipment and Services (onshore and offshore)

Version 3.0

1. Definitions

In these General Conditions of Sale (GTC), the following definitions shall apply:

"Adverse Weather" means (i) any weather or climatic condition that is not Force Majeure, and which prevents or delays performance of the Services, or (ii) is a safety hazard.

"Confidential Information" means any and all information, electronic or non-electronic or other and other information which by their nature are deemed confidential.

"Days" means calendar days.

"Delivery" means Offshore Delivery of any Equipment and/or Services or Onshore Delivery of any Equipment and/or Services.

"Equipment" means the any and all products and/or materials described in the Quotations (including any Software incorporated in such product or material).

"Force Majeure" means riots and civil commotion, strikes, wars or hostilities (declared or not), terrorist acts, flooding, storm, hurricanes, explosion, break-down of major equipment, epidemics, natural disasters, acts of God and any prohibition or restriction by any government or other legal authority, which affects the Delivery – but excludes Adverse Weather.

"Free Issued Materials" means materials delivered to ProCon directly from the Purchaser according to a signed contract between the Purchaser and a third party.

"Offshore Delivery" means all Deliveries to a location at sea some distance from the shore. This could be an offshore windfarm or a vessel.

"Onshore Delivery" means all Deliveries not being Offshore Deliveries.

"Performance Criteria" means the guaranteed levels of the Services, or performance of the Equipment, as may be expressly specified in the Quotation.

"Price" means the amount of money due to ProCon for the Equipment and/or Services, as specified in the Quotation.

"Purchaser" means the person or entity to whom the Quotation is addressed, or other customer or receiver of Services and/or Equipment.

"Quotation" means the document in which the Services and Equipment are specified including any attachments to the Quotation.

"ProCon" means ProCon Wind Energy A/S, its subsidiaries or other group companies under direct or indirect control by ProCon Wind Energy A/S by votes, share capital, financially and/or otherwise. And means where nothing is specifically stated only the specific legal entity that is performing the actual, specific Delivery to the Purchaser.

"Services" means any performed workmanship purchased by the Purchaser from ProCon as described in the Quotation or otherwise provided.

"Site" means the yard, vessel or physical location where the Equipment will be installed or Services performed.

"Software" means any software provided by ProCon or included in any Equipment.

"Warranty Period" means any specific period where ProCon is warranting the Equipment and/or Services as per clause 12 below.

2. Acceptance

2.1 By ProCon referencing to these General Terms and Conditions for Sale (GTC) in a Quotation, purchase agreement or any other written communication, these GTCs are applicable between the parties.

2.2 The GTC apply for and govern all development, sale and supply of ProCon's Equipment and Services, unless deviated in writing between the Parties. Deviations from the GTC 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 in this clause.

3. ProCon's Responsibilities

3.1 ProCon shall provide the Services, and supply the Equipment, which shall be free from defects in design, material and workmanship. Such warranty on the Equipment is further set out in clause 12.

3.2 ProCon shall fully comply with its obligations as specified in the Quotation and these GTCs in a timely and professional manner using due care to safeguard the interest of Purchaser.

3.3 ProCon shall deliver the Services and Equipment in accordance with an agreed-upon time schedule. If there is no such time schedule, ProCon shall deliver the Services and Equipment on a best efforts basis, but without guaranteed delivery time.



4. Purchaser's Responsibilities

- 4.1 Purchaser shall obtain any necessary licenses, permits and approvals for the delivery and installation of the Equipment.
- 4.2 Purchaser shall fully comply with its obligations as specified in the Quotation and these GTCs in a timely manner.
- 4.3 Purchaser must provide adequate and accurate information and instructions for delivery of the Services and Equipment.
- 4.4 Purchaser shall make all necessary staff, lifting devices, cranes, scaffolding, fences, and assets or vessels available on time for the agreed work. Purchaser shall comply with ProCon's reasonable instructions and policies and all applicable laws & regulations and shall only use the Equipment in compliance with any directions issued by ProCon and only in accordance with applicable laws and regulations.
- 4.5 Software may only be used by the Purchaser, if the Quotation expressly contains an express right of use to the Purchaser and subject to any additional terms stated. Any changes to software by the Purchaser are at the Purchaser's own risk and cost. ProCon does not give any warranty in respect of Software.

5. Price

- 5.1 All prices are time and material prices, unless explicitly written otherwise by ProCon. Prices for Equipment and Services are "ex-works" prices. The prices provided by ProCon are exclusive of VAT, any and all local taxes, export- or import amounts and any fiscal amounts, unless otherwise explicitly stated in the Quotation.
- 5.2 Unless otherwise agreed, currency used shall be the local currency in the country in which the ProCon legal entity is located. Exchange rate exposure is Purchaser's risk and cost.
- 5.3 If not due to the fault of ProCon or ProCon's subcontractors, ProCon is delayed in the Delivery of the Services or Equipment, ProCon shall be entitled to increase the Price to reflect any actual costs incurred because of the delay.
- 5.4 Payment for Services is per hour for execution of technical services including consultancy, testing, management of staff and execution of installation work and/or repairs. There will be in addition surcharges for travelling time, travel costs, board, lodging and necessary telecommunication. Any charges or costs incurred due to factors outside of ProCon's reasonable control, such as but not limited to governmental charges or duties, shall be invoiced to Purchaser.
- 5.5 Unless otherwise agreed, ProCon shall have the right to adjust prices due to cost increases arising from the period from the submission of ProCon's Quotation until signature of a final agreement.

6. Payment Terms

- 6.1 Purchaser shall pay ProCon the Price in accordance with the payment schedule set forth in the Quotation. If there is no payment schedule in the Quotation, Purchaser shall pay ProCon the Price as invoiced by ProCon 14 Days from date of invoice. Any queries on invoices must be raised to ProCon within 14 Days of date of invoice, otherwise these will be deemed accepted and payable.
- 6.2 The invoices shall be in English.

- 6.3 In the event of late payment by Purchaser of any invoice from ProCon, Purchaser shall pay interest at 8% above the CIBOR 3 months base interest rate + a handling fee of DKK 750,00 (or any other amount applicable under law) for each letter sent to the Purchaser by ProCon claiming payment. This is without prejudice to ProCon's other rights under these GTCs.

- 6.4 Unless otherwise specified in the Quotation, for Quotations exceeding DKK 100.000,00 and with a duration of order to delivery of more than 30 Days, Purchaser shall make a down-payment of 20% of the Price and once confirmed, invoices for the remaining amount will be issued bi-weekly. Invoices under DKK 1,000 will be subject to an administrative fee of DKK 100,00.

- 6.5 Transfer of funds shall be made in accordance with a mutually agreed upon procedure. If no procedure is agreed upon, then Purchaser shall transfer funds as directed by ProCon in accordance with normal and customary practices of the trade, provided that the money shall be put at ProCon's free disposal in the country of ProCon's principal place of business free and clear of any encumbrances, levies, bank charges or fees of any nature whatsoever. Purchaser shall pay ProCon the Price without any set-offs or counterclaims whatsoever.

- 6.5 In the event Purchaser does not strictly comply with the terms of payment set out in the Quotation or herein, ProCon may, in addition to any other remedies available to ProCon, suspend all performance until Purchaser has so complied.

7. Performance Criteria

- 7.1 No warranties as to performance of the Equipment or any Services provided by the ProCon are given, unless set out in writing in the Quotation.

8. Tests

- 8.1 If the parties have agreed any tests of Equipment and/or Services, the test shall be performed at the place where the Equipment and/or Services are manufactured, unless otherwise agreed.
- 8.2 If no technical requirements for the test are agreed, test shall be performed according to practices and industry standards in the country of manufacture. Purchaser pays all expenses related to any test.
- 8.3 ProCon gives Purchaser reasonable notification of tests for Purchaser's participation. If Purchaser does not participate, the test can be performed anyway.
- 8.4 ProCon shall keep a record of tests.
- 8.5 If any handover test proves that the Equipment and/or Services are not in compliance with the GTC or the purchase agreement between the parties, ProCon shall ensure that the Equipment and/or Services are brought in compliance with the GTC or purchase agreement.

9. Inspections

- 9.1 Purchaser shall be entitled to inspect the Equipment and/or Services at reasonable times before delivery. Purchaser shall notify ProCon of the specific items of Equipment and/or Services that Purchaser wishes to inspect within 30 Days after acceptance of the Quotation. Purchaser shall give ProCon at least 15 Days of notice of



its desire to inspect such items, and Purchaser shall confirm the inspection date by email at least 72 hours before the date of inspection.

9.2 Purchaser shall bear all costs and expenses of such inspection except those expenses connected with ProCon's personnel and with normal factory tests.

9.3 Unless otherwise specifically agreed, Purchaser shall immediately upon receipt of Equipment unpack and inspect the Equipment at the place of delivery. ProCon may be represented at such inspection, at ProCon's option. Purchaser must notify ProCon immediately and not later than 7 Days after the inspection of any missing, damaged or defective items of Equipment. Failure to notify ProCon within the period shall waive any claim by Purchaser of any apparent defect of or damage to the Equipment. Purchaser's notification of missing, damaged or defective Equipment shall not constitute conclusive evidence of the Equipment's condition at the time of delivery.

10. Delivery of Equipment

10.1 Delivery terms (including insurance premiums and freight) shall be in accordance with the terms specified in the Quotation. In the absence of such specification, the terms of delivery and the risk for Equipment and/or Services shall be and transferred in accordance with "Ex-Works", INCOTERMS 2010.

10.2 ProCon has the right to perform partial delivery and receive payment for this.

10.3 The time of delivery shall be the date specified in the Quotation or agreed between the parties in a purchase agreement. If a specific time of delivery is not agreed, then Delivery shall take place within reasonable time upon the resolution of all technical and commercial terms including receipt by ProCon of any advance payment.

10.4 ProCon's ability to deliver the Equipment and/or Services timely is expressly contingent on the timely performance by Purchaser of all Purchaser's obligations in the Quotation and these GTCs. If Purchaser fails to perform in timely and if ProCon therefore is unable to deliver the Equipment and/or Services timely, ProCon shall have no liability towards Purchaser whatsoever for delays incurred.

10.5 If ProCon is unable to supply Equipment and/or Services in accordance with the time schedule due to the fault of Purchaser or Purchaser's subcontractors, Purchaser shall pay ProCon in accordance with the payment schedule.

10.6 If Purchaser is unable or unwilling to accept physical delivery of the Equipment at the time specified in the time schedule or herein, ProCon may store the Equipment at Purchaser's cost. In such an event, the Equipment shall be deemed delivered as of the date of storage for purposes of payment and timeliness of ProCon's delivery.

10.7 The delivery of ProCon only includes deliveries, components, works or performance that have been expressly agreed in the Quotation or purchase agreement. If ProCon undertakes installation in connection with the work or services or repair activities, Purchaser shall be responsible for obtaining and paying for any public authorizations.

10.8 Regardless of the delivery terms specified, ProCon shall retain title to the Equipment until full payment thereof has been made, if allowed by applicable law.

10.9 Where Services are to be performed offshore, Purchaser shall provide, at no extra cost to ProCon, all sea transportation for ProCon's personnel, and transportation for ProCon's Equipment and material which are capable of transportation by helicopter or vessel between the harbor and the offshore part of the Site.

11. Delay liquidated damages

11.1 Delay liquidated damages are agreed to be 0,25% per week of the Price and maximum 5% of the Price in the total, aggregated and maximized liquidated damages for any and all delays due to ProCon.

11.2 Payment of delay liquidated damages is the sole remedy of Purchaser in regard to delays until the cap of 5% is reached whereafter the Delivery can be terminated by Purchaser.

11.3 If Purchaser terminates the purchase agreement due to delays and claims ProCon for damages and losses then ProCon's liability due to delay of Delivery or parts thereof is aggregated, maximized and limited to 10% of the Price – including the paid or unpaid delay liquidated damages above.

11.4 Where partly delivery is agreed and is subject to payment of more delay liquidated damages milestones then if ProCon makes the final delivery on time ("And thus catches up"), no delay liquidated damages shall be payable by ProCon to Purchaser.

11.5 ProCon shall notify the Purchaser, if ProCon is unable to deliver the Equipment and/or Services at the time agreed between the parties. The notification shall indicate the reason for the delay as well as the date on which delivery is expected to take place.

11.6 ProCon shall not be liable for any delays or non-deliveries due to any Adverse Weather, but shall be compensated for such delays or non-deliveries, standstill or other inability to work in accordance with reasonable and minimum ProCon standard rates.

12. Warranties on Services and Equipment

12.1 ProCon warrants to Purchaser that the Equipment and/or Services are free from substantial defects in design, materials, and workmanship and are of industry standards. This warranty also applies to any repairs or replacements of defective Equipment during the warranty period. The warranty does not cover Free Issued Materials.

12.2 Minor discrepancies of the Equipment and/or services deviating from the specifications or not having material impairments of commercial use of the Delivery shall not constitute defects.

12.3 The warranty period on Equipment and Services is 6 months after date of delivery, and 6 months after delivery or installation on each item of Equipment. The warranty period for repairs or replacement parts is 6 months from date of repair or replacement.

12.4 Purchaser shall immediately after Delivery inspect the Equipment and/or Services to make sure that they comply with the agreed amount and quality. In case of defects Purchaser must immediately and within 7 Days inform ProCon about the defect. Notice must be

in writing. If Purchaser omits to submit such notice of disapproval, the Equipment and/or services are deemed to be approved by Purchaser.

12.5 If Purchaser fails to notify within the specified period, Purchaser loses the right to claim for any defect occurrence and shall hence itself carry the costs and risk for remedy, repair or rectification of any such defects.

12.6 ProCon shall repair, replace or, at its option, refund the Price of any item of Equipment found to be defective during the warranty period without undue delay. Notwithstanding the foregoing ProCon is under no circumstances liable for compensating the Purchaser any costs for:

- (i) dismantling of other objects than ProCon's work to provide access to the defective part of the work;
- (ii) board and lodging offshore;
- (iii) transport to or from ProCon's manufacture Site;
- (iv) transport of Equipment or personnel to or from any offshore location;
- (v) all offshore and onshore lift operations; or
- (vi) extra costs associated with warranty work performed below the waterline.

12.7 ProCon provides no warranty for the availability of any specific spare parts and is not liable for any wear and tear.

12.8 ProCon shall have no liability for damage caused by:

- (i) ordinary wear and tear;
- (ii) unintended use, misuse, abuse, or improper storage, installation, maintenance, operation or repairs by Purchaser or persons not under ProCon's supervision; or
- (iii) use of Equipment outside of the ProCon's instructions or changes in the construction of mounting or use of component's without ProCon's written consent.

13. Transfer of title and risk

13.1 Upon Purchaser's written request, ProCon is obliged to identify, classify and document each part of the Equipment as early as possible by markings and labels with Purchaser's name.

13.2 Ownership to Equipment and Delivery is transferred from ProCon to Purchaser upon full payment for the Equipment and Delivery.

13.3 Risk of the Equipment and/or Services shall pass to Purchaser upon delivery by ProCon.

14. Limitation of liability for Onshore Delivery

14.1 Neither party shall be liable for any direct, indirect, special, consequential or incidental damages, including but not limited to loss of profit, use, production, raw materials or end products, arising out of the Services or the purchase, delivery, installation or use of the Equipment whether claimed in contract, warranty, tort (including negligence) or otherwise.

14.2 The total aggregate and cumulative liability of ProCon for any implied claims, losses, liabilities, demands, damages, delay liquidated damages (if any) or any other costs including legal fees, shall never exceed the Price in respect of any one claim or series of claims arising out of the same cause under or in relation to the purchase agreement.

14.3 ProCon shall under no circumstances be liable for any costs related to offshore activities under the GTC meaning offshore

transportations, offshore operations or similar, such as but not limited to personnel and equipment transportation, heavy lifting, board and lodging offshore, accommodation offshore or jack-up vessels costs, unless expressly stated in writing in each incident.

14.4 The Purchaser shall indemnify and hold ProCon harmless from any and all liability following from claims, defects, losses of any and all kinds, costs or any other liability following from the GTC and exhibits or schedules hereto.

15. Limitation of liability for Offshore Delivery

15.1 For Offshore Delivery the parties have agreed a "knock-for-knock" liability principle regulated as below.

15.2 The parties shall mutually hold each other harmless for and shall defend, protect, indemnify each other from and against any loss, claim, liability, demand, damages and costs whatsoever in respect of;

- (i) injury to or death of any of their own personnel ("Personnel") and
- (ii) their own assets, Equipment and Services, facilities, tools, equipment and/or personal belongings, owned, hired or leased by the relevant party ("Assets"), which may arise in connection with the performance of the Delivery.

15.3 However, ProCon shall until the Delivery is delivered to Purchaser remain liable for any damage to or loss of any Equipment or Services or the Delivery which is due to ProCon.

15.4 The parties shall make their respective subcontractors sign supply contracts wherein the subcontractors and their subcontractors declare in writing to mutually defend, protect, indemnify and hold harmless each other and the parties and other subcontractors to a party from and against any loss, claim, liability, demand, damages and costs whatsoever in respect of the subcontractor's and their subcontractors injury or death of their Personnel or property loss of their own Assets.

15.5 Neither party shall be liable for any direct, indirect, special, consequential or incidental damages, including but not limited to loss of profit, use, production, raw materials or end products, arising out of the Services or the purchase, delivery, installation or use of the Equipment whether claimed in contract, warranty, tort (including negligence) or otherwise.

10.6 The total aggregate and cumulative liability of ProCon for any implied claims, losses, liabilities, demands, damages, delay liquidated damages (if any) or any other costs including legal fees, shall never exceed the Price in respect of any one claim or series of claims arising out of the same cause under or in relation to the purchase agreement.

15.7 ProCon shall under no circumstances be liable for any costs related to offshore activities under the GTC meaning offshore transportations, offshore operations or similar, such as but not limited to personnel and equipment transportation, heavy lifting, board and lodging offshore, accommodation offshore or jack-up vessels costs, unless expressly stated in writing in each incident.

15.8 All liabilities, exclusions, obligations and indemnities given under this clause shall apply regardless of cause and notwithstanding the form of negligence (excluding however willful misconduct) of the indemnified party or any other entity or person.



16. Insurance

- 16.1 Both parties will take out each their own insurance coverage of the Delivery with a well-reputed international insurance company, including general, public and product liability, cover with a minimum liability limit of the relevant industry standard for personal injury and damage to property respectively.
- 16.2 For Offshore Delivery a mutual waiver of subrogation is agreed and accepted by either party and their respective insurance companies.

17. Force Majeure

- 17.1 A party may claim relief if execution and performance of obligations to the other party are delayed, impeded or prevented by circumstances beyond its control, whether foreseen or unforeseen ("Force Majeure"). In order to claim relief and thus be excused from timely performance of obligation, notice must be given promptly to the other party. Notwithstanding any claim for relief invoked hereunder, Purchaser shall pay ProCon for the Services and Equipment (or parts thereof) manufactured or delivered to the date of notice.
- 17.2 A party claiming relief by reason of Force Majeure circumstances must take all reasonable steps to mitigate their length and effect. Promptly after the termination of the circumstances, the party claiming relief shall forthwith notify the other party in writing.
- 17.3 Any letter of credit or other terminable security for payment of the Price shall be extended for a period equivalent to the delay in ProCon's performance.
- 17.4 If such circumstances shall continue for more than 6 months, either party may terminate all uncompleted obligations hereunder upon written notice to the other party.
- 17.5 ProCon is not liable for any losses or damages arising from Force Majeure circumstances.

18. Intellectual Property Rights

- 18.1 ProCon grants to Purchaser upon full payment of the Price a non-exclusive, worldwide and royalty free license to use Intellectual Property Rights of ProCon (Background IP-rights) for operation and maintenance of the Equipment during the lifetime hereof.
- 18.2 IP-rights arising as a result of cooperation between the parties (Foreground IP-rights) includes a mutual non-exclusive, worldwide and royalty free license for either party to use any of Foreground IPR for any commercial or non-commercial use.

19. Miscellaneous

- 19.1 ProCon may subcontract the whole or any part of the Services or provision of Equipment to any one or more third parties, without the consent of Purchaser.
- 19.2 Any descriptive data or prices found in any advertisement, catalogue, brochure, circular or the like are approximate only. They shall not be considered as any warranty or legal obligation of ProCon unless specifically included in any Quotation or Performance Criteria. All drawings and technical data shall be in conformity with ProCon's standard drafting procedures and the English language shall be used. Purchaser shall not make any changes in any drawings of ProCon without ProCon's prior written consent. If Purchaser changes any drawings without ProCon's consent, ProCon may, in his sole discretion, void any warranty adversely affected thereby.
- 19.3 Any drawings, data or information disclosed by one party which is proprietary and confidential shall not be used or disclosed by the other party except to fulfil its obligations to the disclosing party. Confidential information shall not include information in the public domain or previously known to the party receiving the information.
- 19.4 Neither party shall assign any benefit or obligation hereunder without the prior consent of the other party. Notwithstanding the foregoing, however, ProCon may assign either the benefits or obligations hereunder to an affiliated company without the prior consent of Purchaser.
- 19.5 Unless otherwise specified, the Quotation shall remain open and valid for a period of 60 Days after the date thereof and shall thereafter become null and void if not extended by ProCon in writing.
- 19.6 The provisions hereof and the other documents issued herewith contain the entire agreement of the parties and supersede all prior or simultaneous quotations, statements, promises, negotiations or the like.

20. Disputes

- 20.1 These General Conditions of Sale and other documents comprising the agreement between ProCon and Purchaser shall be governed by the laws of Denmark.
- 20.2 Any dispute between the parties arising out of or in relation to this agreement or quotation and not resolved by negotiation shall be finally solved by arbitration in Copenhagen pursuant to the rules of Danish Arbitration Institute.