

General Terms and Conditions of Purchase (Global)

1. APPLICATION OF THIS AGREEMENT

1.1: These terms and conditions shall apply to the purchase of all products or services by the Dellner Wind company named on the purchase order (each a "Purchaser") from the supplier (the "Supplier") and are to be read together with any purchase order and other specification or document provided by the Purchaser along with any specific terms and conditions agreed in writing between the parties (the "Agreement").

1.2: Any terms and conditions of the Supplier, including any terms and conditions included by the Supplier expressly or by reference in an offer, order confirmation, invoice or other document, shall only form part of the Agreement if and to the extent accepted by the Purchaser in writing.

1.3: Order of precedence: if there is a conflict, the following applies in descending order: a) the purchase order including any attachments, b) specific agreements in relation to the purchase order, c) any framework agreement, d) these terms and conditions, e) Supplier documents expressly accepted in writing by the Purchaser.

2. PURCHASE ORDERS AND SUBCONTRACTING

2.1: The Supplier shall accept the Purchaser's purchase order within seven (7) days. Call-offs under a blanket purchase order become binding unless the Supplier objects within three (3) working days of receipt. Unless expressly agreed otherwise, quotations and cost estimates are binding and free of charge.

2.2: The Supplier shall not subcontract or pass on orders to third parties without the Purchaser's prior written consent. If the Supplier does not comply, the Purchaser may terminate or withdraw from the contract and claim damages.

3. DELIVERY

3.1: Dates and periods specified in the Purchaser's orders are binding and the Supplier acknowledges that time is of the essence for the Purchaser's orders. Timeliness is measured at the Purchaser's notified reception point, or at the time of acceptance for work performed.

3.2: Early deliveries may be returned at the Supplier's cost and risk or stored at the Supplier's cost and risk until the agreed date.

3.3: If a delay is foreseeable, the Supplier shall notify the Purchaser without delay and state the reasons and the expected duration.

3.4: If the Supplier is in default, the Purchaser may claim a contractual penalty of 2% of the order value for each commenced week of delay, capped at 50% of the order value, without prejudice to further damages. Acceptance of delayed deliveries without reservation does not waive claims arising from delay until the Purchaser has paid in full for the affected delivery.

3.5: Part deliveries require express agreement. Excess quantities beyond commercial tolerances may be returned at the Supplier's expense.

3.6: The Supplier may rely on missing documents only if it has reminded the Purchaser in writing and not received them within a reasonable time.

3.7: The Supplier shall provide all evidence required for customs or preferential treatment (for example, certificates of origin).

3.8: The Supplier is liable for deliveries and services of its sub-suppliers as for its own.

3.9: If the Purchaser has informed the Supplier of the intended purpose, or if the intended purpose is otherwise evident, the Supplier shall promptly notify the Purchaser if its delivery is not suitable.

3.10: Any change in material composition, design or workmanship from previous comparable deliveries requires prior written consent.

Otherwise, deliveries are deemed defective.

4. FORCE MAJEURE

4.1: In the event of unforeseeable circumstances which are beyond the reasonable control of the affected party, could not reasonably have been averted, and prevent or materially hinder the performance of its obligations (force majeure), the affected party shall be released from its

performance obligations to the extent and for the duration of the impediment. The affected party shall notify the other party without undue delay and the parties shall, in good faith, seek to adjust their respective obligations to reflect the impact of the force majeure event.

4.2: If, as a result of a force majeure event or force-majeure-related delay, the ordered delivery or service is no longer commercially usable for the Purchaser, the Purchaser shall be wholly or partially released from its obligation to accept such delivery or service and shall be entitled to withdraw from the affected part of the Agreement accordingly.

4.3: If a force majeure event continues for a period exceeding six (6) months, either party shall be entitled to terminate this Agreement with immediate effect by written notice to the other party.

5. PASSING OF RISK, SHIPMENT AND INCOTERMS

5.1: For deliveries involving erection or assembly and for services, risk passes on acceptance. For other deliveries, risk passes on receipt at the Purchaser's notified reception point.

5.2: Unless otherwise agreed, delivery shall be DDP Purchaser's notified reception point, Incoterms 2020. Shipping and packaging costs, customs duties, fees, taxes and other charges are borne by the Supplier.

5.3: Items must be properly packaged and shipped, and the Supplier must follow any routing instructions issued by the Purchaser, ensuring protection against corrosion, mechanical damage, humidity, electrostatic discharge, and other reasonably foreseeable risks during transport and storage. Hazardous goods shall be packaged, labeled, and documented in accordance with applicable transport regulations.

5.4: Any additional costs caused by non-compliance or by expedited transport to meet a delivery date are borne by the Supplier.

5.5: Shipping notices, delivery notes and invoices must state the Purchaser's purchase order number and item or reference numbers.

Direct deliveries to the Purchaser's customers are permitted only if agreed and must be made in the Purchaser's name with same-day notice to the Purchaser.

5.6: Part and back orders must be identified as such in the shipping documents. The Purchaser does not bear the cost of insuring the goods, including freight-forwarding insurance.

6. INVOICES

6.1: Invoices shall be sent exclusively to the invoice email address specified on the purchase order. Invoices will only be processed when: (i) submitted as a single PDF file per e-mail; (ii) one invoice per PDF; and (iii) the purchase order number and cost centre/unit are clearly indicated.

6.2: The formal requirements of applicable VAT law (including Section 14 of the German UStG, where applicable) must be observed. Invoices that do not meet these requirements may be rejected and shall not start any payment period.

7. PRICES AND TERMS OF PAYMENT

7.1: Order prices are binding. The payment period begins once the delivery or service is complete and a duly issued invoice has been received, but not before the agreed delivery date.

7.2: Where the Supplier must provide test reports, quality documents or other records, receipt of these documents is a precondition for the delivery or service to be considered complete.

7.3: The place of performance for payments is the registered office of the ordering Dellner Wind company.

7.4: Payments do not constitute confirmation that the delivery or service conforms to the contract.

7.5: Unless otherwise agreed in writing, payments are due ninety (90) days net from the start of the payment period. The date on which the Purchaser's bank receives the transfer order determines timeliness.

Agreed prices are fixed and exclusive of applicable VAT.

General Terms and Conditions of Purchase (Global)

8. LIABILITY FOR DEFECTS

8.1: Deliveries and services must conform to the specifications and other documents referenced in the order, be fit for the purpose intended and comply with generally accepted rules of technology as well as applicable statutory, safety and environmental regulations.

8.2: The Supplier shall implement and maintain an outgoing goods inspection as part of its quality assurance so that an incoming inspection by the Purchaser is unnecessary.

8.3: The Purchaser will inspect only for obvious defects, transport damage, completeness and identity and will notify such defects without undue delay. Other defects will be notified to the Supplier as soon as discovered in the ordinary course of business and the Purchaser's rights in the event of defects apply without restriction.

8.4: If the delivery or service is defect or otherwise not in accordance with what reasonably could be expected, the Purchaser may, at its discretion, demand remedy of defects or replacement delivery or terminate the Agreement, and reserves the right to claim damages. The Purchaser may also rectify the defect itself or through third parties at the Supplier's expense.

8.5: An epidemic failure occurs if: (a) the same or similar defect appears in more than three percent of the delivered items of the same type within any twelve-month period; (b) the same defect appears systematically across multiple batches, production lots, or serial numbers; or c) the nature of the defect indicates a systemic design, process, or quality-control failure. In the event of an epidemic failure, the Supplier shall, at its own cost and in addition to its liabilities under an ordinary defect, immediately investigate the root cause in relation to all items that could be affected by the epidemic failure, propose corrective actions and implement permanent corrective measures.

9. WARRANTY & LIMITATION PERIODS

9.1: Unless a longer period applies under statute or contract, the limitation period for material and legal defects is three (3) years from the passing of risk. The limitation period for an epidemic failure is six (6) years from the passing of risk.

9.2: The limitation periods are suspended when the Supplier receives the Purchaser's defect notice. If the Supplier remedies by replacement delivery, the limitation period for the replacement item starts anew from delivery, unless the Supplier expressly reserved at the time of replacement that the replacement was made only on a goodwill basis or to avoid disputes.

10. SUPPLY OF SPARE PARTS AND OBSOLESCENCE

10.1: The Supplier shall supply spare parts on reasonable terms for the customary period of technical use of its delivery/service, but at least for twenty (20) years from the last delivery of the relevant item.

10.2: If the Supplier ceases to supply spare parts after that period, or ceases to supply the relevant item during that period, the Purchaser shall be given the opportunity to place a last order or be provided with the relevant manufacturing documents free of charge.

11. INDEMNITY AND INSURANCE

11.1: The Supplier shall indemnify and hold the Purchaser harmless on first demand from and against all losses, liabilities, damages, costs and expenses, including reasonable legal fees, to the extent arising out of or in connection with product damage, any defective or non-conforming delivery, delay, breach of the Agreement, breach of applicable laws and regulations including product-safety, environmental, export-control and sanctions rules, or any negligent or willful act or omission of the Supplier or its suppliers. This includes claims by third parties and costs of recall, field actions, removal and reinstallation, sorting, rework, replacement and cover procurement. The Supplier is not liable to the extent a loss is caused by the Purchaser.

11.2: At the Purchaser's request, the Supplier shall conduct the defense of third-party claims and shall not settle any claim without the Purchaser's written consent.

11.3: The Supplier shall maintain product-liability insurance with a lump-sum cover of EUR 5,000,000 per personal-injury or property-damage claim and shall, on request, provide evidence of coverage and premium payment. This clause is without prejudice to the Purchaser's further claims for damages.

12. INDUSTRIAL PROPERTY RIGHTS AND OTHER THIRD-PARTY RIGHTS

12.1: To the extent the Supplier's intellectual property rights, know-how, software, firmware, documentation, drawings, tooling designs, methods or processes are incorporated in, supplied with, or are necessary for the Purchaser to use, operate, integrate, install, test, inspect, maintain, repair, overhaul, replace, modify or otherwise enjoy the benefit of the deliveries and services, the Supplier grants the Purchaser and its affiliates a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence to use those rights for those purposes.

12.2: This licence includes the right to permit the Purchaser's customers, end users, service providers and subcontractors to exercise the same rights to the extent necessary for the Purchaser and its affiliates to use and support the deliveries and services.

12.3: The price for the deliveries and services includes consideration for this licence.

12.4: The Supplier warrants that the delivery items are free from third-party rights and that no third-party proprietary rights are infringed in connection with the delivery. The Supplier shall indemnify and hold the Purchaser harmless on first demand from and against all claims, losses, liabilities, damages, costs and expenses, including reasonable legal fees, arising from any actual or alleged infringement of industrial property or other third-party rights by the delivery items. This does not apply to the extent the infringement is caused by materials, specifications or instructions provided by the Purchaser. At the Purchaser's request, the Supplier shall conduct the defence of third-party claims and shall not settle any claim without the Purchaser's written consent.

12.5: The Purchaser retains all ownership and intellectual property rights in drawings, calculations and other documents provided to the Supplier, these may only be made accessible to third parties with the Purchaser's prior written consent and must be returned or deleted on request.

13. TITLE TO CUSTOMER-SUPPLIED ITEMS

13.1: Models, designs, manufacturing equipment, tools, gauges, testing equipment, materials, drawings, works standards and similar items provided by the Purchaser remain the Purchaser's property.

13.2: Order-related manufacturing equipment and tools that are produced on the Purchaser's behalf, must be stored with due care, kept separate, clearly marked as the Purchaser's property, and used only to perform deliveries or services for the Purchaser.

13.3: Costs for care, maintenance and renewal of such resources are borne by the Supplier.

13.4: Modifications require prior written consent. The Purchaser may demand surrender of the manufacturing equipment in the cases agreed, or if supply becomes impossible, insolvency arises, or the business relationship ends.

13.5: On request, the Supplier shall insure tools belonging to the Purchaser at full replacement value against fire, water and theft and shall assign any insurance proceeds to the Purchaser. Where the Purchaser's materials are processed or combined with others, ownership or co-ownership arises in proportion to value, and the Supplier holds the Purchaser's title in safekeeping. In case of unauthorized use, the Purchaser may withdraw from or terminate the contract and claim damages.

General Terms and Conditions of Purchase (Global)

14. CONFIDENTIALITY / PROHIBITION OF ADVERTISING

14.1: The Supplier shall keep confidential all information provided by the Purchaser, whether written, oral or embodied in items or documents, and shall not disclose it to any third party or use it for any purpose other than performing the Agreement without the Purchaser's written consent.

14.2: If the Supplier processes personal data on behalf of the Purchaser, the parties shall enter into a data processing agreement as reasonably suggested by the Purchaser and comply with applicable data protection laws. The Supplier shall promptly notify the Purchaser, without undue delay and in any case within twenty-four (24) hours, of any actual or suspected data breach affecting Purchaser data.

14.3: The confidentiality obligation survives termination and ceases only when the information becomes public through no breach of this Agreement.

14.4: The Supplier may refer to the business relationship for advertising purposes only with the Purchaser's express consent. The Supplier shall impose equivalent confidentiality and non-use obligations on its subcontractors.

15. COMPLIANCE, ESG AND AUDIT RIGHTS

15.1: The Supplier shall comply with all applicable laws, regulations, and industry standards, including those relating to product safety, health and safety, environmental protection, hazardous substances, sanctions and export control, anti-bribery and corruption, fair competition, human rights, and labor standards.

15.2: The Supplier shall operate an appropriate compliance program and shall adhere to the Purchaser's Supplier Code of Conduct as communicated by the Purchaser from time to time.

15.3: Upon reasonable notice, the Purchaser or its designees may audit Supplier facilities, processes, and records relevant to the deliveries, including for quality, compliance, sustainability, and social responsibility assessments. The Supplier shall cooperate and implement agreed corrective actions.

16. ASSIGNMENT OF RECEIVABLES / SET-OFF

16.1: The Supplier requires the Purchaser's written consent to assign receivables.

16.2: The Supplier may set off only with undisputed and/or finally adjudicated claims.

17. TERMINATION:

17.1: The Purchaser may terminate the Agreement or any purchase order, in whole or in part, for convenience regarding undelivered goods or unperformed services, by written notice. In such case, the Purchaser shall pay for conforming goods delivered and accepted and for reasonable, documented, non-recoverable costs directly resulting from the termination, excluding indirect costs such as lost profits and overhead absorptions.

17.2: Either party may terminate for cause with immediate effect if the other party materially breaches the Agreement and fails to cure within a reasonable cure period specified in the notice, or in case of insolvency, cessation of business, or similar events.

18. PLACE OF PERFORMANCE, GOVERNING LAW AND JURISDICTION:

18.1: Place of performance for deliveries/services is the destination designated by the Purchaser; otherwise, the Purchaser's registered office.

18.2: In the event of a dispute under this Agreement, the parties shall attempt to resolve the dispute amicably between them. If the dispute cannot be resolved amicably, either party may refer the dispute to arbitration under this clause.

18.3: This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Purchaser has its registered

office, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

18.4: The Purchaser and the Supplier consent and agree that all disputes, claims or controversies arising out of, relating to or in connection with this Agreement or the breach thereof shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC") by one or more arbitrators appointed in accordance with said rules. The seat of arbitration shall be the jurisdiction in which the Purchaser has its registered office, provided that such jurisdiction recognises and enforces foreign arbitral awards under the New York Convention; otherwise, the seat shall be a neutral jurisdiction designated by the ICC Court. The language of the arbitration shall be English, unless the parties agree otherwise.

19. MISCELLANEOUS

19.1: The Purchaser may store and process Supplier contact and business data in accordance with applicable data protection laws to the extent necessary to administer the business relationship.

19.2: If any provision is invalid, the parties shall replace it with a valid provision coming as close as possible to the economic purpose of the invalid provision, without affecting the remainder.

20. OTHER LANGUAGE VERSIONS

20.1: These Terms and Conditions are drafted in English. If translations are provided, they are for convenience only. In the event of any inconsistency or ambiguity between the English version and any translation, the English version prevails. When available, non-English versions may be sent separately or published at <https://www.dellnerwind.com/company/certifications>.