

General Terms and Conditions of Purchase for Capital Goods of REpower Systems SE

(hereinafter referred to as "the Client")

1. Area of Validity

These General Terms and Conditions of Purchase for Capital Goods apply to a person exercising their commercial or independent professional activities (businesspersons) at the time of conclusion of the contract, legal persons under public law and public law entities with special public funds (hereinafter referred to as "the Contractor").

2. General Information

1. These conditions, as well as any separate contractual agreements, form the exclusive basis for all deliveries. Any other terms and conditions of the contractor shall not become part of this contract, even if the Client takes orders for or accepts deliveries. They shall also not apply, even if, in individual cases, they have not been explicitly excluded.

2. The Client develops, manufactures and markets wind turbines, both according to customer specifications as well as standard and series products in Europe, the USA, Canada, India, China, Japan and Australia (hereinafter referred to as the "Relevant Market").

3. These conditions also apply implicitly to subsequent orders even if no further reference is made to them.

3. Delivery Item, Conclusion of Contract

1. The delivery items are those products specified on the purchase order, including the documentation listed in the respective order specifications and in Number 5.3 of these General Terms and Conditions of Purchase, and, as required, operating instructions (two copies in German and English) (hereinafter referred to as the "Contract Product").

2. If the Contractor does not accept the order within 10 working days following receipt then the Client shall be entitled to cancellation without this entitling the Contractor to any claims for damages.

3. The Client can demand changes to the Contract Product, insofar as these changes may be reasonably expected of the Contractor. In this respect, any consequences, in particular relating to additional or reduced costs, must be appropriately addressed by mutual agreement

4. The Contractor will label Contract Products as indicated by the Client in the purchase order such that clear reference to the respective purchase order and production batch can be inferred.

5. A legally binding contract only comes into existence in writing as defined in Number 17.4 or following written confirmation by the Client.

4. Terms and Conditions of Delivery, Delivery Deadlines, Delay and Force Majeure

1. Unless agreed otherwise, "DDP" (Incoterms 2010) or the Incoterm named in the purchase order applies to delivery and the transfer of risk, with the stated location being respectively the Client's plant or other location, if necessary specified by the Client, to which the Contract Products are sent.

2. Agreed dates and deadlines are binding. The receipt of goods by the Client shall determine compliance with the delivery date or deadline. The Contractor shall inform the Client in writing within two working days if circumstances arise or become apparent as a result of which the set time of delivery and performance cannot be complied with.

3.

If the Contractor is unable to supply the number of Contract Products agreed or is unable to effect delivery on time, then he shall be deemed to be in default from the first

week after exceeding the agreed delivery date without any further reminder.

4. In the event of delay by the Contractor, the Client is entitled to demand a contractual penalty in the amount of 1 % of the value of the delivery subject to delay for each new week commenced, up to a maximum of 10 % of the total order value. The contractual penalty is to be charged to the total asserted loss caused by the delay. The Contractor retains the right to submit evidence that no loss or a smaller loss has been incurred.

5. The right to assert a higher claim for loss by the Client remains unaffected by this provision.

5. Packaging, Delivery, Delivery Documents

1. All Contract Products, replacement parts and/or parts subject to wear and tear to be supplied to the Client must contain the Contractor's serial number and the Client's SAP item number, insofar as these are available.

2. Unless otherwise agreed, the Contractor shall package the goods to be delivered with due and proper care and in line with industry standards. The costs for transportation and packaging are included in the price, unless explicitly agreed otherwise. In addition, the Contractor shall assume the payment of any duty as well as taxes and fees relating to import.

3. The supplied Contract Products must be accompanied in each case by the necessary documents to ensure smooth allocation and processing of the consignment by the Client and shall form part of the scope of delivery for each individual supply contract. These documents include in particular: delivery note stating the number of Contract Products and the type of package unit; each delivery note may only apply to one purchase order; free delivery is to be indicated accordingly with a "free of charge" note; assembly instructions; operating manual; service and maintenance instructions, associated set of drawings, data sheets, safety data sheet.

4. At least the following documents are required for import shipments, depending upon the type of dispatch and country of delivery: movement certificate; waybills; customs dispatch notes, certificate of origin/supplier declaration; commercial invoice; packing list.

6. Receipt of Goods and Notice of Defects

1. For every delivery by the Contractor, confirmation of receipt must be issued on delivery at the address specified by the Client. Quality control testing, a technical inspection and approval test or other measures shall not substitute for the above-mentioned delivery procedure.

2. The Client shall have a duty to inspect the Contract Products within a reasonable period, to ascertain the presence of any qualitative or quantitative deviations. A defect shall have been notified in time if, in the case of obvious defects, such notification is received by the Contractor within 10 working days, counted from transfer of risk, or, in the case of concealed defects, within 10 working days following discovery.

3. Interim payments or certificates of goods acceptance shall not be deemed an acknowledgement of due and proper delivery.

4. An inspection and approval procedure is required for large and expensive products.

7. Invoices, Prices, Supplementary Charges

1. Original copies of invoices must always be sent in writing to the given invoice address. Interim, partial, partial final and final invoices must be indicated as such and consecutively numbered. Invoices not separately designated will be treated as final invoices. Invoices must always contain the Client's order number and associated item number and be issued in duplicate.

2. The agreed price is fixed and rules out any further charges. The fixed price does not include statutory sales tax, which must be declared separately on the invoice.

3. All savings generated for the Contractor through the joint efforts of the Contract Parties shall be offset against the

contract price to the extent that the Client has contributed to these cost savings.

8. Payment, Discount

1. Payments shall be made within 15 calendar days with deduction of a 2% discount, or within 75 calendar days net.

2. The Payment Start Date is the later of the received date of the goods and/or services in the Client's receiving system, or the date of receipt of proper and valid invoice.

9. Right of Retention, Offset

1. The Contractor has no rights of retention, insofar as such rights arise from counterclaims from other legal transactions with the Client.

2. The Contractor can only offset or assert a right of retention against those claims which have been explicitly admitted in writing by the Client or have become res judicata.

10. Warranty

1. The Contractor guarantees that the Contract Products are free of defects, fulfill the guaranteed data and properties, comply with the agreed specifications, drawings, samples and/or descriptions, the legal regulations and standards expressly stated in the specifications and pertinent in the Relevant Market, contain no design faults, are of the contractually agreed quality, are suitable for the purpose or use intended by the Client and have been manufactured in accordance with the state-of-the-art at the time of production. Approval notes by the Client on drawings and specifications do not release the Contractor from the guarantee.

2. The Contractor also guarantees that in return for payment in full of the contract price the Client acquires full and unencumbered ownership of the supplied Contract Products and replacement parts and that supplied Contract Products and replacement parts do not represent any infringement of third party intellectual property in the Relevant Market, in particular of any copyrights, patent, utility model or license rights.

3. The warranty period is 24 months from transfer of risk, insofar as no other warranty period is agreed in the purchase order or the law allows for a longer warranty period in individual cases.

4. Subsequent performance, including any return transport of the defective object of the contract shall be at the expense of the Contractor at the location of the object of the contract.

5. A current warranty period is extended by the period of business interruption for Contract Products or parts thereof, which could not continue to be utilized due to a warranty defect. The warranty period is suspended from receipt of the notification of defects.

6. Should the Contractor culpably fail to fulfill its duties of guarantee within a reasonable period set by the Client, the Client may take the requisite measures itself, or have them taken by Third Parties, at the Contractor's cost, irrespective of its duty of guarantee.

7. In emergencies, the Client can carry out the repair itself or have these carried out by a third party following agreement with the Contractor and at the Contractor's costs. If there is a risk due to delay or if special urgency is required and this special urgency is expected to result in exceptional loss/damage in proportion to the Contractor's warranty obligation, the client can also carry out the repair itself or arrange for this to be carried out by third parties without the consent of the Contractor and at the Contractor's costs insofar as the special urgency renders it no longer possible to inform the Contractor of the defect and the threatened loss/damage and to set it a period of grace - even a short period - to effect its own remedy.

8. If the same type of defect occurs on more than 10% of the Contract Products from the same production batch of the Contractor within the warranty period or if such defects exist at the time of transfer of risk, all contract products arising from this batch shall be deemed to have this defect. A production batch encompasses a volume of Contract Products with the same properties, which is either manufactured in an associated production process or procured for a joint purchase order.

11. Product and Environmental Liability

1. If a claim is made against the Client on the grounds of breach of the pertinent safety regulations, regulations under environmental law or of national or foreign product liability provisions for the defectiveness of its Contract Product, which are attributable in whole or in part to deliveries by the Contractor, the Client is entitled to demand reimbursement from the Contractor for the losses incurred as a result or the Contractor is obligated to indemnify the Client against all and any third party claims for damages arising herefrom, at first request.

2. Insofar as product defects are attributable to deliveries/services of subcontractor suppliers or subcontractors of the Contractor, these shall be deemed as defects in the Contractor's product.

12. Intellectual Property and Copyrights

1. The Contractor shall guarantee that the Contract Products and replacement parts supplied do not infringe the intellectual property rights of any third parties in the Relevant Market, and in particular that they do not infringe any copyrights, patents, utility model or rights of license. If a claim is made against the Client by a third party on the basis of such a breach, the Contractor is obligated to indemnify the Client against such claims at its first written request insofar as the Contractor was to blame for the legal infringement. The Contractor's indemnification obligation relates to all direct and indirect damage/losses, costs and expenses which are necessarily incurred by the Client as a result of or in connection with the claim by a third party, including the necessary costs for pursuing legal proceedings.

2. In the event that the parties acquire any patentable results whatsoever within the framework of their collaboration (patents, utility models or design patents) the creation of which involved the two parties, these results are to be registered jointly as a protected right in the names of both parties unless the parties have concluded an agreement otherwise between them and/or with the respective inventors involved. To this end, the parties will supply each other with all the necessary information and refrain from any actions which could be prejudicial to the issue or maintenance of the registered protected rights. The parties will inform each other in writing without delay if such results are created and in particular agree on the respective shares for the inventor/s, how costs are to be shared, the use of and coordination of the application for protected rights. If the parties are unable to reach a corresponding agreement then use of the joint protected rights outside the performance of this contract is only permitted with the prior written consent of the respective other party.

13. Confidentiality

The parties shall be obliged to treat all commercial and technical information obtained from the respective other party during the course of their business relationship as confidential and as a business secret unless this information had already entered the public domain independently of the party respectively obliged to maintain confidentiality. Drawings, models, templates, samples and similar objects may only be disclosed or made accessible to third parties if the party which owns them provides prior written agreement. The same also applies to duplication of these objects.

2. The Contractor is also permitted to pass on information provided to it by the Client to performance and vicarious agents, providing the Contractor has obtained from these persons a prior confidentiality undertaking as specified in

Number 13 and has informed the Client in writing which information is due to be forwarded to which performance and vicarious agents. If this is done, the corresponding vicarious and performance agents are not be understood as third parties under the terms of Number 13.

3. The regulations contained in this clause shall remain in force beyond the end date of the individual contract.

4. If the parties have concluded a confidentiality agreement, this shall take precedence over the regulations in this clause.

5. All information, samples, drawings, models, tools, molds etc. received in physical form or stored on a data carrier must be returned to the respective other party at its written request. The obligation to return information also applies to any duplicate, copy or other record, in particular those stored on data carriers. At the written request of the respective other party, the information must be destroyed or deleted and written proof of this destruction or deletion furnished. This provision does not apply to information which the receiving party must keep in safe custody in pursuance of statutory or official regulations.

6. The Client is entitled to translate the documents specified in the order specifications, to be supplied by the Contractor in accordance with the respective contract, at his own risk and forward them as documents marked as from the Contractor to his own customers. The said documents also remain with these customers after the end of the respective supply contract and are subject to a duty of confidentiality relating to this agreement with the respective customer.

14. Retention of Title

The Client may resell, combine, amalgamate or process, pledge or assign as collateral Contract Products subject to retention of title in the normal course of business, insofar as this may be expected as common usage. Otherwise, this is only permitted with the written consent of the Contractor.

15. Supply of Replacement Parts

1. The Contractor shall ensure that an appropriate supply of replacement parts and parts subject to wear and tear is available.

2. In particular, this means that the Contractor must operate an appropriate storage facility to industry standards and as a rule shall store a supply of replacement parts in such a way that delivery and installation of such parts can take place within a period of time appropriate to industry standards. The Contractor shall guarantee the availability of replacement parts for the planned or ordinary service life.

3. Following the end of the contractual relationship, The Contractor shall have a duty to be in a position to supply replacement parts and/or parts subject to wear and tear for the Contract Products, within a period of time appropriate to industry standards and to the specifications applicable at the time of ending, that are able to fully replace the Contract Product, replacement part and/or part subject to wear and tear and make no distinction with regard to all the relevant technical properties ("form, fit and function").

4. The Contractor shall have a duty to inform the Client prior to conclusion of the contract if he cannot ensure supplies of replacement parts in accordance with Paragraphs 1 to 3.

16. Liability

The Contractor shall be liable for compensation of loss sustained by the Client directly or indirectly as a consequence of a defective (inadvertent, moderate and gross negligence and intention) delivery or service due to culpable (inadvertent, moderate or gross negligence or intention) infringement of other contractual duties, whether principal or ancillary, or on any other legal grounds attributable to the Contractor.

17. Final Provisions

1. Assignment of rights and duties

Transfer of the Contractor's rights and duties under a Contract to third parties, whether wholly or in part, shall only be possible with the prior written agreement of the Client. This approval may only be refused for good cause.

2. No waiver

No development of business taking place between the Client and the Contractor and no delay or omission by the Client in respect of the exercising of a right or appeal granted under a contract, is deemed a waiver of these rights. Any right or legal remedy granted in a contract is cumulative and exists in addition and supplementary to the other statutory rights and legal remedies.

3. Amendments to contract

Amendments and/or supplements to a contract shall only be valid if they are in writing. The same applies to the requirement for the written form itself.

4. Written form

Insofar as written form is prescribed in these contractual terms and conditions or imposed by legislation, this requirement shall also be satisfied through transmission by e-mail or fax. This also applies to notice of termination or rescission of a contract, amendment or addition to this contract or an individual supply contract as well as for the realization of, amendment or addition to an individual supply contract.

5. Severability clause

Should any individual provisions of these General Terms and Conditions of Purchase or parts thereof be or become ineffective or contain a lacuna, the other provisions shall remain effective. The parties shall have a duty to replace the ineffective provision immediately with an effective provision, which shall approach as nearly as possible to the commercial intention of the ineffective provision. Should this not succeed, the relevant statutory regulations shall apply.

6 Place of performance

The place of performance is the registered office of the AG. Another place may be agreed for delivery.

7. Applicable law, place of jurisdiction

German law applies exclusively to all disputes arising from this contract to the exclusion of German international private law and the United Nations Treaty on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction, as far as legally permissible, shall be Hamburg, Germany.