

# General Purchasing Conditions for Supplies and Services (GPC)

## Part A – GENERAL PROVISIONS

### 1. Scope of Application

- 1.1. These GPC form an integral part of purchasing orders ("PO") issued by Nordex Energy SE & Co. KG and any of its affiliated companies ("Purchaser") for supplies (Part B) and services (Part C) to be provided by Contractor. Affiliated companies of Nordex Energy SE & Co. KG are any legally independent enterprises in which Nordex Energy SE & Co. KG directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Nordex Energy SE & Co. KG (with "control" meaning the possession of the power to direct the management or policies of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise).
- 1.2. Purchaser hereby expressly rejects any general terms and conditions of Contractor irrespective of whether or not, how and when such terms and conditions of Contractor have been transmitted to Purchaser and whether or not they are referenced in any offer or order confirmation.
- 1.3. Any agreements made orally, the exclusion, as well as modifications or amendments to the GPC are to be confirmed by Purchaser in writing; otherwise, they shall not have any binding effect and shall not become part of the Contract as defined in Clause 2.
- 1.4. To the extent these GPC provide for the written form and unless stipulated otherwise in the respective Clause, the electronic transmission which enables a durable record of the content of the declaration shall be equivalent to the written form.

### 2. Creation of Contract

- 2.1. By the issuance of an order confirmation ("Order Confirmation") of the PO, Contractor expressly confirms receipt and acceptance of the PO and these GPC ("Contract"). The issuance of such Order Confirmation shall require to be made within three (3) business days after the receipt date of the PO.
- 2.2. Alternatively, the PO and these GPC shall be deemed accepted by Contractor if within the abovementioned three (3) business days Purchaser has not received Contractor's refusal in writing to the PO. However, in such case, unless (i) the Contractor starts to supply the Supply Items ordered / starts to perform the service ordered within two (2) weeks after issuance of the PO or (ii) confirms within such time limit that he will start in due course, Purchaser is entitled to cancel the PO at any time without owing any costs or liability towards Contractor.
- 2.2. The Order Confirmation shall include, as a minimum, the PO number, number of Supply Items and/or services ordered, price per Supply Item and/or service, time of delivery and delivery address.
- 2.3. The Contract includes the PO, these GPC and additional agreements, modifications or amendments concluded between the Purchaser and Contractor in writing, or confirmed by Purchaser in writing. Unless otherwise expressly set out in these GPC, in the event of conflict between the documents making up the Contract, the order of precedence shall be: (1) the additional agreement, modifications or amendments concluded between the Parties in writing; (2) the PO; and (3) the GPC.

### 3. Documents / IP Rights

- 3.1. Purchaser hereby retains any and all property rights, including copyrights and other intellectual or industrial property rights, regarding figures, drawings, models, samples, calculations, design drawings and other documents or information ("Property Rights") that it provides to Contractor for the performance of the Contract. Contractor is not entitled to use such Property Rights for any purpose other than the proper performance of the Contract, make them available to third parties or copy them without Purchaser's prior written consent. After performance of the Contract, Contractor shall delete any electronic data and return any documents regarding Property Rights to Purchaser unsolicited at its own cost. Contractor shall be liable for any and all damage caused to Purchaser and any affiliated company of Purchaser within the meaning of Section 1.1 by its failure to comply with the abovementioned stipulations.
- 3.2. Contractor remains solely responsible for the completeness and validity of all drawings, calculations and any other documents that it prepared or relied upon for the performance of the Contract. The same applies if Contractor agrees to the use of such documents, provides suggestions or participates in the drafting of such documents.
- 3.3. Any know-how, intellectual property rights, including, without limitation, inventions, utility models, patents, trademarks, service marks, design rights (whether registered or unregistered), copyrights (including any future copyrights) and any application for any of the foregoing, developed by the Contractor, or on behalf of the Contractor, in connection with (i) a specifically agreed development or service under the Contract, or (ii) a Purchaser specific modification of Contractor's Supply Items or service ("New IP Rights") shall become the property of Purchaser upon its creation and is compensated by the corresponding price. In addition to a detailed notification to Purchaser, Contractor shall take all actions reasonably necessary to secure the assignment of such New IP Rights to Purchaser.
- 3.4. Notwithstanding its obligation to assign ownership, Contractor hereby grants Purchaser in advance an unconditional, irrevocable, transferable and worldwide license to any New IP Rights, either in their original or in any modified form. The royalty for such license is compensated by the corresponding price. Such license is exclusive for a period of seven years after delivery of the first Supply Item or provision of the first corresponding service incorporating the New IP Rights ("Exclusivity Period"). For the time after the Exclusivity Period the license is granted as a non-exclusive license. During the Exclusivity Period the Contractor shall not use any New IP Rights other than for the purposes of the Contract.
- 3.5. If the New IP rights have been assigned to Purchaser in accordance with clause 3.3. Purchaser grants the Contractor a non-exclusive license to use the New IP free of charge for the purpose of the Contract and for the time after the Exclusivity Period for all other purposes at market conditions.
- 3.6. In as far as the Contractor makes use of its own existing intellectual property rights ("Back-ground IP") in the work result or to manufacture the Supply Items, then the Contractor must disclose this without undue delay after gaining knowledge to Purchaser. To the extent the use of such Back-ground IP is necessary to use the New IP the Contractor grants Purchaser a non-exclusive unconditional, irrevocable, transferable and worldwide license to use the Back-ground IP. The royalty for such license is compensated by the corresponding price.
- 3.7. Irrespective of the above provisions, each party is also entitled to use all New IP Rights for the purpose of further research and development also outside of the Contract.

### 4. Timing of Performance

Contractor shall inform Purchaser without undue delay in writing if it becomes or should have become aware of facts that suggests that the performance of the Contract will be delayed. The obligation to adhere to the agreed dates remains

unaffected and the notification does not release the Contractor from any liability. Any premature performance of the Contract shall be subject to Purchaser's prior approval in writing.

### 5. Prices; Passing of Risk, Payment Terms

- 5.1. The prices in the PO are binding fixed prices. Unless otherwise agreed, the prices include all services and ancillary services of the Contractor (e.g. erection/mounting, assembly, installation, commissioning, set-up/adjustment) and all ancillary costs (e.g. proper packaging, transport, insurance of the Supply Items) and taxes except for value-added and/or sales tax if applicable ("Value Added Tax") which – subject to Clause 5.2 below – are added but have to be invoiced in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the prices shall be understood delivered duty paid (DDP) at designated place according to PO in accordance with INCOTERMS 2020. In addition, the price includes the unloading of the Supply Items at Contractor's cost and risk at the designated place.
  - 5.2. If Purchaser provides the Contractor with an exemption certificate for such Value Added Tax, the Contractor shall not charge Purchaser for such Value Added Tax.
  - 5.3. In accordance with legislation of Purchaser's country of tax residence there is an obligation to withhold tax on income of and/or payment to Contractor, Purchaser shall be entitled to withhold and pay to the relevant tax authorities the corresponding amounts and provide to Contractor the payment evidence and other supporting documentation, as may be available. In case, following the conditions of any applicable double taxation treaty between Purchaser's country and Contractor's country of tax residence, a reduced withholding tax rate is applicable, then Purchaser should apply this reduced rate, provided that it receives in due course the relevant supporting documentation required by tax legislation of Purchaser's country and Contractor's country of tax residence. In case such supporting documentation is not provided upon Purchaser's request or Purchaser has reasonable grounds to believe that provided documentation is not compliant with requirements set forth in tax legislation of Purchaser's country and Contractor's country of tax residence, Purchaser will withhold tax in accordance with regular applicable rates stipulated by relevant tax authorities and will be entitled to charge extra cost due to its additional efforts. Nonetheless, the parties shall cooperate with each other for their respective tax applications and reports to any governmental authorities, and in case any tax is payable and subsequently refundable, both parties will reasonably collaborate to ensure that this refund is effectively returned.
  - 5.4. Any stamp duties, if applicable, shall be borne by Contractor in full and Contractor shall provide to Purchaser a payment proof of any stamp duties payable with regards to the PO within ten (10) calendar days after accepting Purchaser's PO.
  - 5.5. Purchaser shall initiate payment on the fifth (5) business day of the month following the lapse of a forty five (45) calendar day period commencing upon receipt of the Contractor's invoice (45EOM5). If Purchaser has agreed to partial payments the payment term shall commence upon receipt of the partial invoice.
  - 5.6. Any payment delay by Purchaser requires an express written payment reminder of Contractor setting an adequate grace period of at least fourteen (14) calendar days for the payment. If the Purchaser does not pay within the grace period, the interest rate for late payments shall be five (5) percentage points above base rate.
- ### 6. Set-off; Right of Retention
- 6.1. Notwithstanding the statutory rights of retention and set-off, Purchaser is entitled to set-off any of its claims against the Contractor or affiliated companies of Contractor, i.e. any legally independent enterprises in which Contractor directly or indirectly holds a majority ownership interest or which holds a majority of the ownership interest in the Contractor, or is directly or indirectly controlled by or is controlling directly or indirectly the Contractor.
  - 6.2. Contractor is not entitled to withhold the performance of its obligations under the Contract in case of a dispute over the amount of the remuneration payable to Contractor except in cases where the claim itself and the amount claimed are undisputed or have been decided with binding legal effect.
  - 6.3. In case of a warranty claim for a PO, which has already been paid in full by Purchaser, Purchaser is entitled to withhold payment for other POs in a reasonable amount until rectification of the respective defect. Purchaser shall notify Contractor of such retention without undue delay. The statutory rights of retention of the Purchaser remain unaffected hereby.
- ### 7. Assignment
- Contractor is not entitled to assign any claims arising out of or in connection with the Contract without Purchaser's prior consent in writing. Purchaser's consent is deemed for claims that are subject to factoring arrangements initiated or supported by Purchaser.
- ### 8. Indemnification, Damage Compensation
- 8.1. Contractor shall indemnify and hold harmless Purchaser for any and all damages, losses, costs, including but not limited to costs for legal defense, and expenses attributable to (a) defects of the Supply Item, (b) infringement of statutory or administrative safety regulations, (c) infringement of regulations for protection of the environment, (d) infringement of intellectual and industrial property rights or (e) any other breach of the Contract and / or applicable legal regulations, unless the Contractor can demonstrate that it has no fault of any kind. Any further statutory rights of the Purchaser remain unaffected.
  - 8.2. With the exception of Clause 5.6, to the extent permitted by law, the liability of Purchaser for any and all losses, injuries, or damages of the Contractor shall be excluded, including the liability for any ancillary persons.
- ### 9. Insurance Cover
- During performance of the Contract and until the expiry of the warranty period or a period of ten (10) years after the delivery of the Supply Item and/or service – whatever period is longer – Contractor shall procure and maintain general or professional liability insurance and – to the extent the Contractor is supplying Supply Items – product liability insurance with a suitable insurance coverage of not less than EUR 1 million. Purchaser is entitled to investigate the existing insurance cover, in particular, by requesting a written confirmation from Contractor's insurer, insurance broker or by reviewing the non-commercial parts of the insurance policies. The conclusion of insurance contracts shall not release the Contractor from its liability towards the Purchaser.
- ### 10. Sub-Suppliers; Sub-Contractors
- Contractor is fully responsible and liable for any of its sub-suppliers and sub-contractors. Contractor will ensure that all its sub-suppliers and sub-contractors hold the required professional qualification and are able to fulfil the quality standards agreed with Purchaser. Purchaser is entitled to request information about

the identity and the existence of the required professional qualification of Contractor's sub-suppliers and sub-contractors if (a) continued quality failures occur or (b) serial defects are or are deemed to be present and the identity is required to investigate the respective root cause.

#### 11. Data Protection

Contractor undertakes to comply with applicable data protection law, in particular the provisions of the EU General Data Protection Regulation (GDPR). The processing of personal data, submitted to Contractor by Purchaser within the framework of the supply relationship or for the purpose of providing services, is only permissible for the purpose of fulfilling the Contract. Processing for other purposes, in particular for the Contractor's and third parties' own purposes, is not permissible.

#### 12. Code of Conduct and Compliance with applicable laws and regulations

- 12.1 Contractor shall in its own business area comply with the requirements of the Code of Conduct (CoC) and any subsequent version found at <https://www.nordex-online.com/en/company/compliance/>. Contractor shall use best endeavours to oblige its own sub-suppliers and sub-contractors to comply with the CoC and shall provide a copy of the CoC to its sub-suppliers and sub-contractors.
- 12.2 Contractor shall ensure that all employees from its own business area have unhindered access to the complaints procedure set up by Purchaser which can be accessed using the following link: <https://nordex.whistleblowernet-work.net/setup>. Contractor shall use best endeavours to ensure compliance with this section by its own sub-suppliers and sub-contractors by way of contractual obligations in its supply contracts. In addition, Contractor shall report to Purchaser where any material notifications are received by its own whistleblower system, along with sufficient details to allow Purchaser to assess such incidents for the purposes of the entirety of this section.
- 12.3 Contractor shall obtain and, upon request, provide within a reasonable time period information and documents which are necessary to enable Purchaser to comply with all requirements resulting from the German Supply Chain Due Diligence Act (hereinafter "GSCA"). Contractor shall obtain and, upon request, provide to Purchaser sufficient information regarding types of fossil fuels used, waste and hazardous materials used, as well as handling methods, water and electricity consumption and CO<sub>2</sub> emissions of machinery and transport used. Additionally, if there are concrete indications of violations and/or risks to human rights and/or environmental protections by Contractor, Purchaser has the right to carry out audits of Contractor.
- 12.4 In case of a breach of the CoC by Contractor, Purchaser shall be entitled to suspend the performance of this Contract with immediate effect. If such breach is not remedied within a period of 14 calendar days or in case of serious, persistent or repetitive breaches, Purchaser may terminate the Contract upon written notice to Contractor.
- 12.5 Contractor shall be liable for any damages and costs incurred by Purchaser as a result of its breaches of these provisions, including reasonable compensation for reputational damage.

#### 13. Invalidity

Should any provision or part of a provision of the Contract (including these GPC) be or become invalid or unenforceable, or should it contain an unintended contractual gap, then the invalid or unenforceable provision shall be severed from the remainder of this Contract and the remainder of the Contract shall not be affected. Any such invalid or unenforceable provision shall be deemed replaced, or any gap deemed to be filled with, an appropriate provision, which, in accordance with the economic purpose and object of the provision and/or the Contract and as far as legally permissible, shall come closest to the parties' original intention, or that intention which the parties would have had, had they considered the issue.

#### 14. Confidentiality

- 14.1 Contractor shall maintain the confidentiality of any technical, economic, or commercial information provided by Purchaser regardless of whether these are explicitly identified as being "confidential" or "proprietary" or which must be regarded as owing to the nature of the information ("Confidential Information") and it shall neither use nor disclose such Confidential Information to third parties, either directly or indirectly, for purposes other than those set forth in the Contract. Upon Purchaser's request, Contractor shall promptly return any Confidential Information to Purchaser or destroy any tangible copies.
- 14.2 The Contractor shall protect all Confidential Information from access to and notice by third parties. In particular, the Contractor shall take all necessary technical and organizational steps such as limiting physical access, equipment access and data access, providing training, using state-of-the-art encryption technology, to ensure that unauthorized persons do not gain access to Confidential Information and shall apply at least the same diligence it uses to protect its own confidential and proprietary information, but at least the reasonable diligence customary in the industry.
- 14.3 Information shall not be deemed Confidential Information to the extent the Contractor can demonstrate that such information:
- was known to the Contractor, was generally known, or freely accessible to the public at the time it was disclosed or made accessible;
  - became generally known or freely accessible to the public after the time of disclosure or making accessible without any direct or indirect breach of a confidentiality obligation toward Purchaser;
  - was disclosed or made accessible to the Contractor by an authorized third party outside the scope of a confidentiality obligation toward Purchaser after the time of disclosure or making accessible;
  - was created or developed by the Contractor without using or referring to the Confidential Information of Purchaser; or
  - was expressly marked or described in writing by Purchaser as not confidential.
- Within the scope of any judicial order or regulatory action, a disclosure is only permitted to the mandatorily ordered extent and only provided that the Contractor informs Purchaser of such order without undue delay and that the Contractor cooperates with Purchaser in an appropriate manner to prevent disclosure, limit its scope or obtain a protective order or other similar legal remedy.
- 14.4 The confidentiality obligations shall remain in full force and effect, even if the Contracts is terminated, as long as the Purchaser has an interest in maintaining the confidentiality of the respective Confidential Information.

#### 15. Governing Law; Jurisdiction

- 15.1 The Contract (including these GPC) shall be governed by the laws of Spain including the United Nations Convention on the International Sale of Goods (CISG).
- 15.2 Exclusive place of jurisdiction for all disputes arising out of or in connection with the GPC and the Contracts concluded on the basis thereof shall be Pamplona,

Spain. However, either party may also pursue claims against the other party (defendant) before the courts having jurisdiction for the defendant's general place of jurisdiction.

### Part B – SUPPLY

#### 16. Delivery; Transfer of Risk, Delay

- 16.1 Unless otherwise stipulated in the PO, the items named in the respective PO ("Supply Items") shall be delivered DDP at the place designated in the PO according to INCOTERMS 2020. In deviation from the INCOTERMS 2020,
- Contractor shall also be responsible for the unloading of the Supply Items at its own cost and risk at the place of delivery; and
  - Transfer of risk and transfer of title to the Purchaser shall occur upon completion of the unloading of the Supply Items at the place of delivery.
- 16.2 Any remuneration paid by Purchaser shall not constitute a defect free acceptance of the Supply Items or waiver of any rights.
- 16.3 The delivery date stated in the PO shall be binding. Contractor shall be in delay if the Supply Items are not delivered at the date stated in the PO.
- 16.4 In addition to claiming delivery of the outstanding Supply Items, Purchaser shall be entitled to claim 2,5% of the delayed PO's price as delay liquidated damages ("Delay LDs") for each commenced day of delay. The Delay LDs are limited to an amount of 15% of the delayed PO's price. Purchaser is entitled to claim additional delay damages. The paid Delay LDs shall be counted against the actually incurred delay damages. Purchaser shall be entitled to raise claims according to this provision until the (final) invoice has been settled, even if any such claim was not explicitly reserved upon delivery.
- 16.5 Purchaser shall be entitled to return packaging material to Contractor without additional cost.

#### 17. Warranty for Supply Items

- 17.1 Contractor warrants that the Supply Items correspond to the specifications stated in the PO, are in accordance with the accepted rules of the wind industry, fulfil the requirements of the technical standards, provisions and statutory law of Contractor's country as well as the Supply Items' destination and shall be fit for the intended purpose. The Supply Items shall also be free of rights, liens and encumbrances of third parties. A breach of the aforementioned warranties shall be considered a defect of the Supply Items.
- 17.2 Purchaser shall inspect the delivered Supply Items and notify any apparent defects within fourteen (14) calendar days after delivery or in case of hidden defects after discovery. In case Purchaser and Contractor have entered into a separate quality assurance agreement, the Purchaser shall only be obliged to inspect the delivered Supply Items for quantity and identity as well as visual damages of packaging.
- 17.3 The warranty period shall expire thirty-six (36) months after transfer of risk to Purchaser. If the Supply Items are used for a building in accordance with the normal way they are used and this has resulted in the defectiveness of the building, the warranty period shall expire sixty (60) months after transfer of risk to Purchaser. Statutory warranty periods exceeding the aforementioned remain unaffected.
- 17.4 In case of defects, Purchaser is entitled, at his choice, to claim remedy of the defect or delivery of a defect-free Supply Item ("Subsequent Performance") or a reduction of Price. In addition, Purchaser is entitled to statutory warranty rights without restriction. The Purchaser will set the Contractor a reasonable period to perform the Subsequent Performance. If the Contractor fails to perform within the period, or the performance is still insufficient, Purchaser at its choice may withdraw from the Contract or request a reduction of Price or request again Subsequent Performance. In addition, Contractor shall indemnify and hold harmless Purchaser for any and all damages, losses and costs caused by the defects (Clause 8).
- 17.5 The Contractor shall bear all costs of Subsequent Performance, in particular the costs for examination and analysis of a defect as well as labour-, material-, travel- and transport costs. Furthermore, the Contractor shall reimburse the expenses for the removal of the defective Supply Items and the installation or attachment of the repaired or delivered defect-free Supply Items.
- 17.6 For mitigation purposes the Purchaser is entitled to remedy the defect by itself but at Contractor's costs if and to the extent Contractor was previously duly informed and (a) a reasonable period for the Subsequent Performance has lapsed, or (b) Contractor's prior Subsequent Performance has failed or (c) there is an extraordinary urgency due to a threat of physical injury or death or a risk of material financial losses. Any other statutory rights and remedies remain unaffected.
- 17.7 During the Subsequent Performance or Purchaser's self-rectification the warranty period shall be suspended. The warranty period shall expire not earlier than three (3) months after the suspension has ended. In case Contractor replaces the Supply Items the initial warranty period shall commence anew; in case Contractor repairs the defective Supply Item the initial warranty period shall only commence anew for the remedied part of the Supply Items.

#### 18. Sub-Suppliers of the Contractor

- 18.1 Contractor shall only execute any retention rights against its sub-suppliers with Purchaser's prior consent, if such retention right endangers the timely delivery of the Supply Items.
- 18.2 If any of Contractor's sub-suppliers threatens to execute any retention rights, the Contractor shall immediately inform Purchaser. Purchaser is entitled to directly remunerate Contractor's sub-suppliers if the execution of retention rights is thereby avoided, provided that such retention rights are founded on valid claims and the direct payment leads to a performance in full discharge of the Contractor. Purchaser shall have a claim against Contractor for any remuneration paid by the Purchaser to Contractor's sub-suppliers. Purchaser is also entitled to set-off such claim against the Contractor or affiliated companies of Contractor. The right of the Purchaser to request further compensation from or take other recourse against the Contractor remains unaffected.

#### 19. Spare Parts; Software Maintenance

- 19.1 Contractor hereby guarantees to Purchaser the supply of spare parts for the Supply Items at standard market conditions for a period of thirty (30) years, calculated from the last delivery of the corresponding type of a Supply Items to Purchaser. This obligation may be fulfilled by the supply of improved products (in comparison to the specification) provided that such products are identical to the Supply Items regarding fit, form, function and electrical parameters. Upon expiry of the time period mentioned above and if Contractor will no longer be able to supply the spare part, notification shall be sent to "[discontinuation@nordex-online.com](mailto:discontinuation@nordex-online.com)".
- 19.2 Contractor further warrants that any software forming part of the Supply Items – no matter whether as separate Supply Item or embedded software of a Supply

- Item – will be supported by Contractor and updates be made available and interoperability in common environments ("Software Maintenance") be secured for a period of twenty (20) years after expiry of the warranty period.
- 19.3 If Contractor intends to cease such Software Maintenance, Contractor will notify Purchaser in writing without undue delay. There must be a period of at least three (3) months between the notice to Purchaser and the intended discontinuation of the Software Maintenance. Contractor upon cessation will make available the relevant software tools and information for self-maintenance to Purchaser. This Clause 19.3 will have no effect on the general obligation as stipulated in Clause 19.2.
- 25.5 Contractor shall support Purchaser in defending against such claims to the best of his knowledge and with the greatest possible care.

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## **20. Hazardous Goods; Export Control; Delivery Documents**

- 20.1 Contractor shall comply with the applicable national and international provisions concerning packaging, declaration and labelling of goods and inform Purchaser accordingly. Contractor shall also comply with diverging or additional provisions in the country of destination if it was named in the respective PO.
- 20.2 Prior to accepting the PO, Contractor shall investigate whether the Supply Items or any parts thereof are considered as hazardous goods in the country of origin, destination or transit. In such case, Contractor shall comprehensively inform the Purchaser without undue delay. Upon acceptance of the PO, Contractor shall complete the hazardous goods declarations required by statutory law or administrative regulations and transmit a signed version thereof to Purchaser.
- 20.3 Contractor shall inform Purchaser without undue delay in writing if and to what extent the Supply Items are subject to export restrictions, require any official export clearance or must comply with other statutory and/or administrative restrictions.
- 20.4 Contractor shall fulfil its information obligations under Clauses 20.1 and 20.2 by transmitting a comprehensive data sheet to Purchaser. Contractor shall include and attach Purchaser's PO number and all identification marks named in the PO to the relevant shipping and/or delivery documents.
- 20.5 Contractor shall be solely liable for any damages caused or any other negative impact on the fulfilment of the PO (e.g. delay, additional costs, etc.) due to inaccuracies in declarations, improper treatment of hazardous goods or any other non-compliance with aforementioned obligations, unless the Contractor can demonstrate that it has no fault of any kind.

## **Part C – SERVICES**

### **21. Place of Performance; Acceptance**

- 21.1 The Contractor shall perform the services at the place named in the PO. If the PO does not explicitly name the place of the services, the place of performance shall be derived from the circumstances.
- 21.2 Purchaser shall accept the performed services if they are in conformance with the Contract. Transfer of risk shall occur upon acceptance.

### **22. Warranty for Services**

- 22.1 Contractor warrants that its services are being performed in a workmanlike manner and at least in accordance with the applicable industry standard. Furthermore, Contractor warrants that its work results are free of material and legal defects, have the agreed quality and are fit for the contractual purpose. Contractor shall inform Purchaser without undue delay if it becomes aware of facts that may endanger the performance of the services or question the information provided by Purchaser.
- 22.2 Contractor shall be liable according to the statutory provisions. Defective works are subject to the statutory provisions, however, (i) the warranty period shall be three (3) years commencing after acceptance, unless statutory law provides for a longer warranty period and (ii) the remedies are subject to the stipulations in Clause 17.4 subsequent.

### **23. Invoicing**

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

### **24. Cancellation and Suspension**

- 24.1 Purchaser remains entitled to cancel the Contract or any services agreed under the Contract at its sole discretion and with immediate effect, at any time prior to full performance of the services. In case of such cancellation, Contractor shall be entitled to the agreed compensation for the services already performed at the time of cancellation. Unless agreed otherwise, the compensation for partly executed services shall be calculated pro rata. Apart from the compensation for the services already performed, any rights or claims of Contractor shall be excluded to the extent permitted by the law.
- 24.2 Purchaser further reserves the right to demand a temporary suspension of work ("Suspension") if Purchaser or its customer does not obtain the necessary permit for the construction or operation of the project or if other technical, economic or operational reasons for which Purchaser is not responsible and which could not have been foreseen by Purchaser at the time of conclusion of the contract so require.
- 24.3 In the event of a Suspension of more than fourteen (14) calendar days, Contractor shall be entitled to compensation of additional costs and adjustment of the schedule. Contractor will submit an appropriate proposal to this effect.
- 24.4 If the Suspension lasts longer than a total of thirty (30) calendar days, Contractor has the right to cancel the Contract. Section 24.1 applies.

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

- 25.1 Contractor hereby confirms to Purchaser that it complies with the applicable laws on minimum wage and the employment of foreign workers.
- 25.2 Contractor hereby warrants that he and any sub-contractors and/or assigned lenders will comply with the applicable laws on minimum wage and the supply of temporary workers.
- 25.3 Contractor ensures to secure that in performing the services all applicable work safety rules are complied with including those of any specific project site of Purchaser or its customer. Contractor will actively make itself familiar with any applicable work safety rules and instruct its employees and sub-contractors accordingly.
- 25.4 Contractor shall hold Purchaser free and harmless from any claim which may be brought against Purchaser under the applicable laws on minimum wage, the supply of temporary workers or work safety by Contractor's employees and/or employees of any sub-contractor or assigned lender contracted by Contractor shall bear any damages and costs – including any necessary legal defence costs – which arise from such disputes, unless Contractor cannot be held responsible for the breach or (alternatively) he acted without negligence with regard to the selection and the surveillance of sub-contractors which do not qualify as vicarious agents. Any rights and remedies under statutory law remain unaffected.