

EMERGYA WIND TECHNOLOGIES GROUP PURCHASING GENERAL TERMS AND CONDITIONS

Article 1 Definitions

In these General Terms and Conditions, the following terms shall have the meanings assigned to them below:

Agreement:	Agreement between the Buyer and the Supplier regarding the Purchase Order.
Affiliates:	Means, with respect to either Party, any company that controls, is controlled by, or is under common control with such Party. A company is under common control with another company if both companies are directly or indirectly controlled by the same company.
Buyer:	Emergya Wind Technologies B.V. and its Affiliates or assigns as stated in the Purchase Order.
IP:	Means Intellectual Property: non-patented inventions, patents, utility models, prototypes, designs, copyrighted works (including computer software), Know How and all other intellectual property of a similar nature (excluding trademarks, service marks and trade names), whether or not registered or applied for registration.
Know-How:	All knowledge, drawings, specifications, samples, models, instructions, algorithms, working methods, ideas, concepts, technology, applied development engineering data, reports, notes and all other technical or commercial information, data and documents of any kind.
Parties:	The Buyer and the Supplier.
Products:	All goods delivered, or to be delivered, to the Buyer in the context of performing the Purchase Order, regardless of whether the Purchase Order exclusively involves the supply of those goods or whether it also involves the supply of Services.
Purchase Order:	The Buyer's written Purchase Order issued to the Supplier to supply Products and/or to perform Services.
Supplier:	Each natural person or legal entity from which the Buyer orders Products and/or Services and/or with which the Buyer negotiates regarding the Purchase Order for Products and/or Services.
Services:	The performance that the Supplier renders to the Buyer pursuant to the Purchase Order to the extent that this does not consist of supplying Products.
Specification:	Detailed description of the Products and/or Services to be supplied by the Supplier as stated in the Purchase Order and the Buyer's Quality requirements.

Article 2 Applicability of these Terms and Conditions

- 2.1 These General Terms and Conditions are applicable to all Purchase Orders between the Buyer and the Supplier, as well as to any ensuing or related agreements or further agreements. The Supplier shall be considered to make its offer based on these General Terms and Conditions. The Supplier's terms and conditions are not applicable and are hereby explicitly rejected by the Buyer.
- 2.2 Regardless of their form, deviations from or supplements to these General Terms and Conditions shall only apply if the Buyer has consented to the same in writing.
- 2.3 If there is a conflict or lack of clarity between documents, or within a document, constituting the Agreement, the Supplier shall notify the Buyer immediately. The Buyer shall then determine which document will prevail. The Supplier shall not be entitled to receive any extra reimbursement or to postpone its supply of Products and/or Services.

Article 3 Order

- 3.1 An order shall only be binding on the Buyer if it is duly authorised by the Buyer in the form of a Purchase Order. Oral promises or undertakings by and arrangements with employees of the Buyer shall not bind the Buyer unless these have been confirmed by a Purchase Order.
- 3.2 Unless otherwise specified in the Purchase Order, the Buyer shall only be bound by Purchase Orders that are confirmed by the Supplier within 72 hours of receiving the Purchase Order

from the Buyer. As long as the Supplier has not confirmed the Purchase Order as described above, the Buyer shall be entitled to cancel the Purchase Order by providing written notice to the Supplier of the same, without the Buyer being liable for any payment of damages or other compensation to the Supplier.

- 3.3 Offers, delivery deadlines, warranties, specifications and price lists provided by the Supplier, as well as other provisions agreed in writing, may not be unilaterally changed after their issue.
- 3.4 The Agreement shall be concluded by the timely confirmation of the Purchase Order in accordance with Article 3.2. The content of the Agreement shall be determined exclusively by the Purchase Order and these General Terms and Conditions.

Article 4 Prices

- 4.1 All prices are firm, fixed and include all costs and charges that are necessary in order to perform the Purchase Order including, but not limited to, all preparatory and other work necessary to satisfy the requirements imposed by the Buyer, the descriptions and the Specification, packaging and delivery to the destination specified by the Buyer in accordance with Article 11.
- 4.2 Any increase in prices after the Agreement has been concluded shall not be passed on to the Buyer, regardless of the period which has elapsed between the date the Agreement was concluded and performance having been completed.

Article 5 Outsourcing

- 5.1 The Supplier shall perform the Purchase Order itself, unless the Buyer has expressly granted its prior written consent or permission to, or has issued a Purchase Order allowing, the Supplier to contract out work, use any sub-contractors, or source any products or services from third parties. The Supplier shall be fully responsible for the performance of third parties engaged in performing the Purchase Order as if it were its own performance.
- 5.2 The Supplier shall indemnify the Buyer against all claims made by third parties involved in performing the Purchase Order.

Article 6 Timely performance

- 6.1 The Supplier shall deliver the Products and/or perform the Services in accordance with the agreed dates mentioned in the Purchase Order. If the Products and/or Services have not been delivered and/or performed in full by the agreed date(s), the Supplier shall be deemed to be in default. As soon as the Supplier has reason to suspect that it will not be able to deliver the Products or perform the Services, or to deliver or perform duly, or to effect delivery or performance wholly or partly in time, the Seller shall inform the Buyer immediately.
- 6.2 The Supplier shall be liable for any damage and/or loss incurred as a result of a delay as meant in article 6.1.
- 6.3 For each calendar day of delay in delivery the Supplier shall pay the Buyer a penalty payable on demand of 2% of the agreed Purchase Order with a minimum of € 750,00 to a maximum of 30% of the agreed Purchase Order.
- 6.4 The penalty referred to in article 6.3 may be claimed in addition to damages by virtue of the law. The Buyer is entitled to set off this liquidated damage and/or these damages against amounts it owes the Supplier.
- 6.5 In the event that the Supplier's delay exceeds 2 (two) calendar weeks then the Buyer shall be entitled to terminate in whole or in part the Purchase Order. If the Buyer terminates the Purchase Order or part thereof then the Buyer shall be released from all of its obligations towards the Supplier in respect of the terminated Purchase Order or part thereof and shall not be liable to the Supplier for any damages or other compensation whatsoever in respect of the terminated Purchase Order or part thereof whether or not such damages or other compensation are direct or indirect.

Article 7 Performance according to the Specification

- 7.1 The Supplier shall be obliged to perform the Purchase Order in strict accordance with the Buyer's Specification and with due observance of the usual requirements of proper and good workmanship.

- 7.2 The Buyer shall be entitled to amend the Specification. Should this amendment result in a substantial change in the costs or the time necessary for the performance of the Purchase Order, then the price or date of delivery or supply of the Purchase Order will be reasonably adjusted accordingly.
- 7.3 The Supplier shall inform the Buyer within 5 (five) working days of receiving written notification of the amendment if the amendment will result in a substantial change in the costs or the time necessary for the performance of the Purchase Order, in default of which the Supplier shall forfeit its right to adjust the Purchase Order. In anticipation of an Agreement between the parties concerning the possible amendment of the Purchase Order, the Supplier shall perform the Purchase Order in accordance with the amendment proposed by the Buyer.

Article 8 Export Licenses

- 8.1 The Supplier is responsible for obtaining in time all the required export licenses as specified by the country of origin.

Article 9 Warranties

- 9.1 The Supplier warrants the proper quality of the Products delivered and/or Services performed by it. In particular, the Supplier warrants that:
- a. the Products and/or Services are suitable for the purpose for which they are intended;
 - b. the Products are new, of good quality and free of defects in design, processing, fabrication, construction and measurement, as well as free of defects in the parts and/or materials used;
 - c. the Products and/or Services conform completely with the Specification and the other provisions of the Agreement; and
 - d. the Products and/or Services are fully in compliance with all applicable laws and regulations.
- 9.2 The Products and/or Services shall in any case be considered unsuitable if, within 36 months of being put into use, defects become apparent, unless the same are attributable to gross negligence on the part of the Buyer, intentional misuse by the Buyer or the Buyer's substantial failure to perform proper maintenance. Should the Products or Services be replaced then the replacement shall carry the same warranty period as specified in this Article.

Article 10 Inspection before delivery

- 10.1 The Buyer or its agent shall at all times be entitled to examine or test Products before delivery, during their processing, manufacture or storage. The Supplier shall always grant the Buyer, or an expert designated by the Buyer, access to the necessary facilities and offer all due assistance free of charge.
- 10.2 The Supplier shall notify the Buyer in good time of all tests to be performed by the Supplier. The Buyer shall be entitled to attend these tests or to have them attended by an expert it designates.
- 10.3 Regardless of whether the Buyer has availed itself of the rights stipulated in Articles 10.1 and 10.2, and regardless of the outcome of the examinations and tests referred to in those Articles, the Supplier shall always remain fully responsible for the proper performance of the Purchase Order.

Article 11 Delivery

- 11.1 The Supplier shall pack and/or safeguard the Products in such a way as to ensure that they will reach their destination in good condition when shipped by normal means of transport, and that they may safely be unloaded once they reach their destination. The Supplier shall duly observe and use all due care in meeting any special packaging and/or safety requirements imposed by the Buyer, provided that the Buyer has notified the Supplier of the same in good time. The packaging must not be detrimental to the environment, judged on the basis of the technology at the time of delivery, or constitute in any other way a threat to safety, well-being or health and must always comply with the relevant statutory requirements.
- 11.2 The Supplier shall strictly conform to the Buyer's instructions regarding preservation, certification, labelling, shipment and transport documents to accompany delivery.

- 11.3 The Buyer shall be entitled to reject shipments which do not conform to the provisions of Article 11.1 and/or 11.2.
- 11.4 The Products must be delivered in accordance with the delivery term(s) specified in the Purchase Order in accordance with the applicable Incoterms (Incoterms 2010). Partial deliveries of Products are permitted only if such are expressly stipulated in the Purchase Order. Delivery shall take place entirely at the Supplier's risk and expense, even if the Supplier uses the services of the Buyer's staff in performing any aspect of the delivery.

Article 12 Inspection after delivery

- 12.1 Unless agreed otherwise in the Purchase Order, the Buyer shall inspect the Products or assess the Services within a reasonable time of their being delivered or performed, respectively. If that inspection indicates that the Products or Services are inconsistent with the Purchase Order, then the Buyer shall return the Products or reject the Services or shall accept the Products and/or Services at a lower price.
- 12.2 The inspection shall not preclude the Buyer from claiming the Supplier's non-performance of its warranty obligations stipulated in Article 9 or of any other obligations the Supplier may have to the Buyer.
- 12.3 Failure by the Buyer to notify the Seller within a reasonable time after delivery of any inconsistency with the Purchase Order whether or not the Buyer could, should, or ought reasonably to have known of any such inconsistency shall not preclude the Buyer from claiming the Supplier's non-performance of its obligations.

Article 13 Transfer of ownership and risk

- 13.1 The Buyer shall acquire ownership of the Products after the same have been delivered or paid for, whichever comes first. The Supplier shall bear the risk of harm to or loss of the Products until the time at which the Products are delivered to, and accepted by, the Buyer.
- 13.2 The Supplier warrants that the Products to be delivered are free of encumbrances including but not limited to attachment, retention of title or third-party rights etc., and that the Buyer shall have unrestricted access to the Products and/or Services. The Supplier shall indemnify the Buyer against any and all harm or loss arising from a breach of this Article.

Article 14 Payment, set off and assignment

- 14.1 Unless otherwise specified in the Purchase Order, the Supplier shall invoice the Buyer as soon as the Purchase Order has been performed in full. The Buyer is entitled to reject the Supplier's invoice if it is prematurely issued or is inconsistent in any way with the Purchase Order or statutory requirements in which case the Supplier shall submit a new invoice which complies with the foregoing.
- 14.2 Unless otherwise specified in the Purchase Order, payment of the Supplier's invoice shall be within 45 days after receipt of the Supplier's invoice and acceptance of the Products and/or Services.
- 14.3 Payment of the invoice shall be in the currency specified in the Purchase Order. If there is no currency specified in the Purchase Order then the default currency is the Euro.
- 14.4 Payment of the invoice does not waive any of the Buyer's rights.
- 14.5 The Buyer is entitled to set off all that it owes to the Supplier against all that the Supplier owes to the Buyer.
- 14.6 In the event that the Supplier fails to fulfil any of its obligations the Buyer is entitled to defer payment to the Supplier and the Supplier shall not be entitled to claim late payment interest on any outstanding payment.
- 14.7 Any amount due and payable by the Buyer to the Seller which is not timely paid shall bear interest at the rate of EURIBOR +3% per annum from and including the date on which the amount became due and payable until the date on which the amount is received by the Seller.
- 14.8 Without the Buyer's written consent the Supplier is prohibited from transferring its claims against the Buyer to any third party.
- 14.9 The Buyer shall be entitled to assign or novate the Agreement without the Supplier's consent.

Article 15 Items made available by the Buyer

- 15.1 The Buyer shall remain the owner of all items made available to the Supplier in connection with the Purchase Order. The Supplier shall at all times refrain from using these items in such a way that third parties acquire ownership of the same through alteration, accession, confusion or any other cause. If the aforementioned items become part of a Product, the Buyer shall, contrary to the provisions of Article 13, acquire ownership of that Product by operation of law without any further act of delivery being required. This provision shall not prejudice the provisions regarding risk contained in Article 13, which shall remain in full force and effect.
- 15.2 The Supplier shall, at its own expense and on behalf of the Buyer, ensure that all of the items that it receives from the Buyer are insured, on an indemnity to Buyer basis, under the usual terms and conditions, against all harm or loss that could result from the full or partial loss of, or harm to, those goods, regardless of the cause of the same.
- 15.3 Immediately after the Purchase Order is performed and unless the Buyer instructs the Supplier otherwise in writing, the Supplier shall return, in good condition, all models, dies, moulds, jigs, gauges, drawings stamps, or other tools that the Buyer has provided to the Supplier. The Supplier shall use these tools entirely at its own risk and the Buyer shall never be liable for any negative consequences, including but not limited to damages, losses etc. arising from the use of these tools by the Supplier or any third parties. The Supplier shall not use these tools for any purpose, or authorise or allow the tools to be used by a third party for purposes, other than in connection with the proper performance of the Purchase Order.

Article 16 Liability and indemnity

- 16.1 The Supplier shall be liable for any direct or indirect losses suffered by the Buyer, its personnel, any third parties, and/or product liability claims brought by the Buyer's customer's for which the Buyer is liable to pay losses, arising out of or in connection with the fulfilment of the performance of the Purchase Order by the Supplier. In respect of product liability the Supplier shall indemnify and hold the Buyer harmless against such claims.

Article 17 Insurance

- 17.1 The Supplier shall arrange, at its own expense, adequate insurance for any loss the Buyer might sustain as a result of fire, theft, acts or omissions of the Buyer and/or any third parties used and the Supplier shall provide the Buyer, upon its request, with proof thereof.

Article 18 Supplier default

- 18.1 If the Supplier fails to perform any of its obligations, or fails to do the same properly or in a timely manner, or if:
- the Supplier is declared insolvent, put into receivership or placed under administration;
 - the Supplier receives or requests a suspension of payment;
 - the Supplier participates in a debt-restructuring scheme, whether or not voluntarily;
 - the Supplier ceases to operate all or a substantial part of its business, changes ownership or transfers it to a third party or liquidates it in another manner;
 - an attachment is levied in such a manner that there are reasonable grounds for doubting whether the Supplier will be able to continue all or part of its business activities (or those relevant to the Buyer);
 - fails to comply with the Supplier Code of Conduct,
- then, without prejudice to any other rights the Buyer may have, the Buyer shall be entitled, without any further notice of default and/or judicial intervention being required, to terminate all or part of the Agreement, without prejudice to the Buyer's right to claim compensation for all loss or harm, expenses (including any and all judicial and extrajudicial expenses) and interest.
- 18.2 Any claims which the Buyer may have against the Supplier in Article 18.1 shall immediately become due and payable in full.
- 18.3 Notwithstanding termination of the Agreement as referred to in Article 18.1, the Buyer shall retain all of its rights and the Supplier shall retain all of its obligations as stipulated in these Terms and Conditions or pursuant to the applicable law.

- 18.4 The Buyer shall at all times be entitled to terminate all or part of the Agreement by observing a written term of notice. In such case, the Buyer shall reimburse the Supplier only the direct expenses incurred prior to the termination, plus the direct costs relating to the termination of the Agreement.

Article 19 Termination for convenience

- 19.1 The Buyer shall be entitled to change or cancel a Purchase Order in whole or in part for any reason other than those referred to in Article 18. In such cases the Buyer shall have no other obligation than to compensate the Supplier for expenses incurred up to the date of such termination. The amount of compensation shall not exceed the total amount of the respective Purchase Order. If the Buyer and Supplier cannot agree on the amount to be paid for the expenses incurred, an independent auditor appointed by the Parties shall determine the amount.

Article 20 Performance and supply of Services

- 20.1 The Supplier shall perform the Services in accordance with the Agreement and with the expertise that may be expected from an experienced Supplier and shall comply with all standing rules, codes of conduct and safety regulations, etc., imposed by the Buyer.
- 20.2 The Supplier shall notify the Buyer in writing when the Supplier believes that the Services have been fully and correctly performed. The Buyer shall notify the Supplier within a reasonable period of time whether or not the Services are approved. The Services shall only be considered to have been accepted by the Buyer after the Buyer provides the Supplier with written notification that the Services have been rendered to the Buyer's satisfaction.

Article 21 Intellectual Property

- 21.1 Any IP, Confidential Information, or tools provided by the Buyer for the performance of the Agree and Purchase Order(s), is the property of the Buyer or of its Affiliates and may not be used by the Supplier for other purposes than to fulfil the obligations in the Agreement and Purchase Order(s). The Buyer hereby grants a non-exclusive, non-assignable license, which is revocable with or without cause at any time, to the Supplier to use the IP, Confidential Information hereunder for the sole purpose of performing the Agreement and Purchase Order(s) for the Buyer. The Supplier shall not produce any product for himself or sell it to any third party if the product is manufactured wholly or partly with the use of IP, Confidential Information, or tools provided by the Buyer.
- 21.2 The Supplier grants the Buyer a non-exclusive, irrevocable license, subject to any Intellectual Property and other exclusive rights regarding the Products and/or Services supplied. Pursuant to this license, the Buyer shall have the right to use and apply, in the course of the Buyer's own business, the IP, Know-How and any inventions incorporated into the Products and Services to the extent these are protected by the rights referred to, including to repair the Products and/or to cause them to be repaired, and the Buyer shall also be authorised to supply the Products to third parties, whether or not the Products are supplied to the third parties as a component of other goods. The fee for this license is included in the price.
- 21.3 The Supplier warrants that the Products, prototypes, and Services do not infringe the Intellectual Property rights of any third parties and shall indemnify the Buyer, its Affiliates, and the Buyer's customers for all costs, loss or harm that may arise as the result of any infringement or alleged infringement of such rights.
- 21.4 In the event that Products, its auxiliaries, and/or Services, including any prototype(s), have been developed for the Buyer, the Supplier shall transfer all Intellectual Property rights existing on such Products, auxiliaries, Services and prototype(s) to the Buyer ("New IP"). The Supplier is prohibited from transferring ownership in these Products, auxiliaries, Services, Prototypes, New IP to any party other than the Buyer. The Buyer may assign or transfer this New IP to an Affiliate within the EWT group and the Supplier shall give full assistance to establish such transfer or assignment if necessary. Where specific IP rights are vested in the Supplier or its subcontractors, the Supplier shall secure that the Buyer and its Affiliates can make unconditional and unrestricted use of these rights. For the avoidance of doubt, the Parties agree that all Products and Services authored or prepared by the Supplier, its employees and subcontractors for the Buyer pursuant to

this Agreement and Purchase Order(s) shall become the sole and exclusive property of the Buyer and its Affiliates.

- 21.5 The Supplier may not use or register any of EWT's IP, any New IP, including trademarks and trade names, without the prior written approval of the Buyer.

Article 22 Confidentiality

- 22.1 All Confidential Information which means and includes all information, documents, IP, Know-How, and knowledge etc., disclosed by the Buyer in whatever form to the Supplier, shall be kept secret and confidential and shall not be disclosed to others or used by the Supplier for any purpose other than for the purpose of executing its contractual obligations.
- 22.2 The Confidential Information as meant in this Article 22 shall not be disclosed, directly or indirectly to any third party, without the express written consent of the Buyer. Moreover, the Supplier shall bind his employees to the same confidential obligations as stipulated in this Article.
- 22.3 If the Supplier has to disclose the Confidential Information as meant in this Article 22 to any third party (parties) in connection with the execution of his contractual obligations, he shall also bind such party (parties) to the same confidential obligations as stipulated in this Article.
- 22.4 The Supplier shall not, without the prior written consent of the Buyer:
- (i) use Confidential Information for any purpose other than for the purpose of executing the Agreement and Purchase Order,
 - (ii) reverse-engineer, decompile or disassemble Confidential Information,
 - (iii) copy, reproduce or summarize Confidential Information in any form,
 - (iv) use Confidential Information to manufacture or enable manufacture by any third party of the Buyer's products, products similar thereto or products derived therefore, or
 - (v) use Confidential Information to develop, prepare and/or file any application under any patents, trademarks, copyrights, technology or other trade secrets, using in whole or in part, Confidential Information disclosed or delivered by the Buyer.
- 22.5 For the avoidance of doubt, if the Buyer and the Supplier have signed a Non-Disclosure Agreement (NDA), the terms and conditions of the NDA will also apply in relation to the Agreement and Purchase Order.

Article 23 Applicable law & Jurisdiction

- 23.1 Dutch law is applicable to the interpretation of or to any dispute under these General Terms and Conditions and all Purchase Orders placed by the Buyer thereunder.
- 23.2 The United Nations Treaty Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is not applicable and is expressly excluded.
- 23.3 All disputes arising out of or in connection with these General Terms and Conditions and all Purchase Orders placed by the Buyer will be resolved by the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters ("Netherlands Commercial Court" or "NCC District Court"), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC's Court in Summary Proceedings (CSP) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal's Chamber for International Commercial Matters ("Netherlands Commercial Court of Appeal" or "NCCA"). The NCC Rules of Procedure apply.