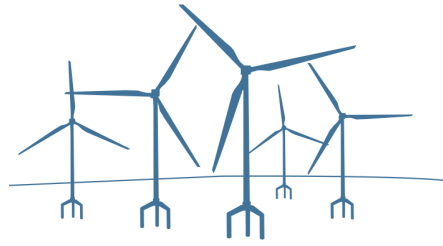


## **General Conditions for the Purchase of Goods by Ocean Breeze Energy**

### **GmbH & Co. KG**

#### **1. MISCELLANEOUS, SCOPE**

- 1.1** These General Purchasing Conditions (hereinafter "**GPC**") apply to all domestic and international business relationships concerning the sale and/or delivery of goods between Ocean Breeze Energy GmbH & Co. KG (hereinafter "**Purchaser**") and its business partners and suppliers (hereinafter "**Vendor**") within the scope of these GPC. These GPC only apply if the Vendor is an entrepreneur (§ 14 of the German Civil Code [Bürgerliches Gesetzbuch - BGB]), a legal entity under public law or a special fund under public law.
- 1.2** The GPC apply in particular to contracts for the purchase and/or delivery of movable assets (hereinafter "**Goods**"), regardless of whether the Vendor manufactures the Goods itself or purchases them from suppliers (§§ 433, 651 BGB).
- 1.3** These GPC apply exclusively. Any deviating, contradictory or supplementary General Terms and Conditions of Business of the Vendor shall only become an integral part of the contract once the Purchaser has explicitly consented to their applicability in writing (e.g. as per purchase order). This requirement of consent shall apply under all circumstances, for example even if the Purchaser accepts the Vendor's deliveries without reservation in knowledge of its General Terms and Conditions of Business.
- 1.4** Agreements made in individual cases between the Vendor and the Purchaser (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these GPC. This applies in particular with respect to any individual agreements as per purchase order issued by the Purchaser.
- 1.5** Legally relevant declarations and notices which have to be issued by the Vendor to the Purchaser after conclusion of the contract (e.g. deadlines, dunning, declarations of rescission) require the written form for their efficacy, unless a different form is stipulated.

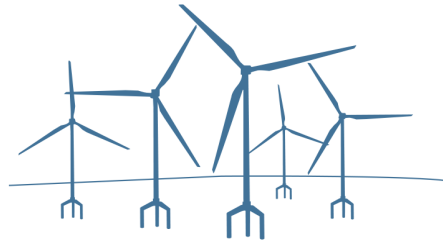


## **2. CONCLUSION OF THE CONTRACT**

- 2.1** All offers and cost estimates of the Vendor shall be free of charge and non-binding for the Purchaser, unless otherwise agreed. The Purchaser is not obliged to accept such offer made by the Vendor.
- 2.2** The order by the Purchaser shall be deemed binding at the earliest upon placement or confirmation in writing by the Purchaser. Vendor must notify the Purchaser of any obvious errors (e.g. typing errors and calculation errors) and incompleteness in the order including the order documentation, for the purpose of correction and completion before acceptance.
- 2.3** The Vendor is obligated to confirm the Purchaser's order within a period of 5 (five) calendar days, unless agreed otherwise. If the order is confirmed late, it is up to the Purchase to decide whether or not to accept the order.

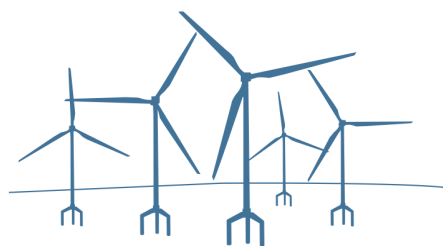
## **3. DELIVERY PERIOD, DEFAULT IN DELIVERY**

- 3.1** The delivery time specified by the Purchaser in the order accepted by the Vendor is binding. The Vendor is obligated promptly to notify the Purchaser in writing if it anticipates that it cannot comply with the agreed delivery times - for whatever reason.
- 3.2** If the Vendor does not render its performance or does not do so within the agreed delivery time or is in default, the rights of the Purchaser - in particular to rescission and compensation - shall be governed by the statutory provisions. The regulations in section 3.3 shall remain unaffected.
- 3.3** If the Vendor is in default, the Purchaser - in addition to further legal claims - may demand lump-sum compensation of its default damages in the amount of 1 (one) % of the net price per completed calendar day of default, however in total no more than five (5) % of the net price of the goods which were delivered late. The Purchaser reserves the right to prove that it incurred higher damages. The Vendor reserves the right to prove that the Purchaser did not incur any or only incurred considerably lower damages.



#### **4. PERFORMANCE, DELIVERY, TRANSFER OF RISK, DEFAULT OF ACCEPTANCE**

- 4.1** The Vendor is not entitled to have the performance for which it is liable rendered by a third party (hereinafter "**Sub-contractor**") without the prior written consent of the Purchaser
- 4.2** The Vendor shall bear the procurement risk for its performances.
- 4.3** Unless explicitly agreed otherwise, the Vendor transfers comprehensive and unencumbered ownership of the goods to the Purchaser.
- 4.4** Delivery shall be made according to Incoterms®2020 DAP (Delivered at Place) to the place specified in the order and unless specified otherwise, including packaging and conservation. If the destination is not specified and nothing else is agreed, the performance shall be rendered at the registered office of the Purchaser in Emden. The respective destination is also the place of fulfilment (debt to be discharged at creditor's address). The Vendor must package and send its delivery in a proper and environmentally friendly manner in compliance with all applicable packaging and shipment regulations. If the Purchaser returns reusable packaging to the Vendor carriage paid, the Purchaser has an entitlement to reimbursement of the packaging costs.
- 4.5** The Vendor is responsible for the existence of sufficient transport insurance according to the incoterm as per section 4.4. A delivery note, specifying date (issue and dispatch), exact content of the delivery (article number and quantity), order identification number of the Purchaser (date and number) together with proof of origin (*Ursprungsnachweis*) and commodity code(s) (*Warentarifnummern*) as well as the respectively applicable requirements of national and international export, customs and foreign trade legislation, must be included with the delivery. If the delivery note is missing or is incomplete, the Purchaser shall not be liable for any delays in processing and payment resulting from this. Non-identifiable Goods shall be deemed not accepted.
- 4.6** Additionally, the Vendor must send the Purchaser notice of dispatch promptly after dispatching the Goods. The Vendor is only entitled to render partial deliveries / performances with the consent of the Purchaser.



**4.7** The risk of accidental loss and deterioration of the Goods shall be transferred to the Purchaser upon handover at the place of fulfilment.

**4.8** The statutory provisions shall apply in the event of default of acceptance. However, if a specific or specifiable calendar date is agreed for an action or co-operation by the Purchaser, the Vendor must also explicitly offer the performance to the Purchaser. If the Purchaser is in default of acceptance, the Vendor may demand compensation of its additional expenses in accordance with statutory provisions (§ 304 BGB).

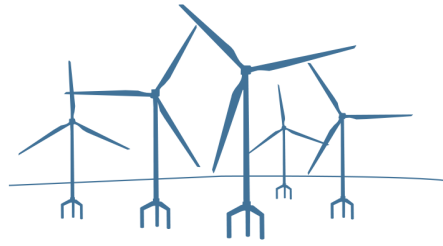
## **5. PRICES, PAYMENT CONDITIONS**

**5.1** The price specified in the order is binding. All prices are to be quoted as net prices. The relevant applicable statutory sales tax shall be shown separately.

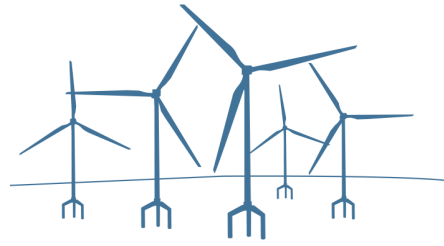
**5.2** Unless agreed otherwise in individual cases, the price covers all performances and ancillary services of the Vendor as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance). The Vendor must return packaging material on the request of the Purchaser.

**5.3** The invoice must comply with the statutory requirements, must be auditable and must clearly and transparently list the performances including the period performance, specifying the order numbers, article numbers, unloading point, supplier number, number of units, individual price and quantity per delivery. The structure of the items must be complied with in accordance with the order and the designations contained in the components of the contract must be used. Thereby, an invoice with the entire proof of performance shall be created for every order including any supplementary orders. The invoice is to be sent to the Purchaser in electronic form, to the email address specified in the individual order.

**5.4** The agreed price is due within thirty (30) calendar days from full delivery and performance as well as receipt of a proper invoice, if no deviating payment conditions are agreed. In the case of bank transfer, payment has been made in good time if the transfer order is received by the bank before expiry of the payment deadline. The Purchaser is not responsible for delays by the banks involved in the payment procedure.

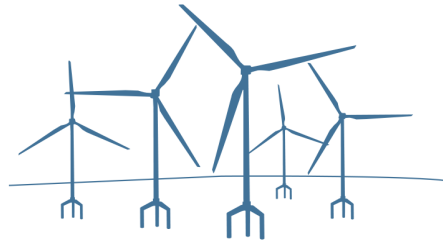


- 5.5** The Purchaser shall not be liable for interest on maturity. Default interest shall be five (5) percentage points above the respectively applicable base interest rate per annum. The statutory provisions shall apply for the event of default by the Purchaser whereby, possibly deviating from this, a prior written warning by the Vendor is required in every case.
- 5.6** The Purchaser shall be entitled to set-off and retention rights as well as the objection of non-fulfilled contract, within the scope of the law. The Purchaser is entitled in particular to withhold due payments as long as it is still has claims against the Vendor from incomplete or deficient performances.
- 5.7** The Vendor only has a right to withhold performance due to legally established or undisputed counter-claims.
- 5.8** The Vendor only has a set-off right due to legally established or undisputed counter-claims.
- 5.9** For processing assignments, third-party declarations, attachment and transfer orders as well as writs of attachment and confiscation orders relating to the Vendor, the Purchaser shall levy an appropriate processing fee which can be deducted from the amount due.
- 6. INTELLECTUAL PROPERTY RIGHTS**
- 6.1** The Vendor is liable for ensuring that no protective rights of third parties (e.g. registered and granted patents, copyrights) are violated by the contractual performance and the contractual and intended use of the Goods by the Purchaser. The Vendor is obligated to enable the Purchaser to use the Goods, if necessary by satisfying third parties asserting their rights or by a corresponding conversion of the Goods.
- 6.2** Irrespective of statutory claims, the Vendor shall indemnify the Purchaser against all claims of third parties and all damages, expenses and other disadvantages in connection with claims by third parties incurred by the Purchaser as a result. The entitlement remains regardless of any culpability of the Vendor. This also comprises in particular disadvantages which the Purchaser incurs as a result of any necessary modification of structures, machines, facilities and EDP systems or programmes and any delays in the course of construction, projects or operations.



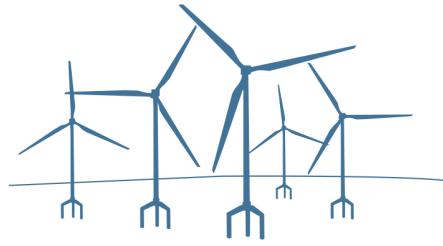
## **7. RETENTION OF TITLE**

- 7.1** If the Purchaser provides the Vendor with diagrams, plans, drawings, calculations, executive instructions, product descriptions and other documentation, the Purchaser shall retain all proprietary rights and originator rights to these in full. If the Purchaser was given access to these by third parties, this reservation of rights also applies in favour of these third parties. Such documentation must be exclusively used for its contractual purpose and promptly and voluntarily returned to the Purchaser (or, in the case of electronically transmitted data, permanently deleted) after delivery of the Goods.
- 7.2** The preceding provision applies correspondingly to substances and materials (e.g. software, hardware) as well as to tools, templates, samples and other articles which the Purchaser provides to the Vendor for manufacturing. Such articles - unless they will be processed - must be kept separately and secured against destruction and loss to a reasonable extent, on the costs of the Vendor.
- 7.3** Products, which are produced in accordance with documentation drawn up by the Purchaser or according to confidential information of the Purchaser may neither be used by the Vendor itself nor offered or delivered to third parties.
- 7.4** Processing, mixing or combining (further processing) by the Vendor of articles transferred by the Purchaser to the Vendor will be performed for the Purchaser. The same applies in the case of further processing of delivered Goods by the Purchaser, so that the Purchaser is deemed manufacturer within the meaning of § 950 BGB and acquires ownership of the Goods no later than upon further processing in accordance with statutory provisions.
- 7.5** Ownership of the Goods must be transferred to the Purchaser mandatorily and regardless of payment of the purchase price. Thereby, all forms of retention of title are excluded, in particular simple, extended and forwarded retention of title and any retention of title extended to further processing. However, if in individual cases the Purchaser accepts the Vendor's offer of transfer of ownership conditional upon payment of the purchase price, the Vendor's retention of title shall expire no later than upon payment of the purchase price of the Goods.



## **8. DEFECTS**

- 8.1** The statutory provisions shall apply for the Purchaser's rights in the event of material defects and defects of title and in case of other violations of duty by the Vendor, unless specified otherwise.
- 8.2** In accordance with the statutory provisions, the Vendor shall be liable in particular for the Goods having the agreed characteristics upon transfer of risk to the Purchaser. In any case, the product descriptions, which as a result of designation or reference in the Purchaser's order are subject of the respective contract or have been incorporated in the contract in the same way as these GPC, shall be deemed an agreement on the characteristics.
- 8.3** Additionally, the Vendor shall ensure that the Goods are suitable without restriction for the usual duration of use and the contractually intended purpose or, if such is not specified, for the customary purpose of use. Likewise, the Vendor shall ensure that the Goods are provided completely in accordance with the generally recognised rules of engineering and in compliance with the provided manufacturer's specifications or other equipment documentation. This comprises compliance for the due performances with all existing mandatory technical and other requirements and findings available at the time of rendering performance, even if these are not explicitly and separately listed in the contractual documentation.
- 8.4** The Vendor undertakes to perform the scope of delivery and service in accordance with the applicable German and European statutory provisions. Irrespective of other statutory provisions, the scope of performance must be performed such that the interests of work safety, risk avoidance and environmental protection are safeguarded.
- 8.5** By way of deviation from § 442 (1) sentence 2 BGB, the Purchaser shall be entitled to unrestricted claims for defects even if it remained unaware of the defect upon conclusion of the contract due to gross negligence.
- 8.6** Statutory requirements shall apply to the professional duties of inspection and complaint (§§ 377, 381 of the German Commercial Code [*Handelsgesetzbuch - HGB*]), with the following conditions: The duty of inspection is restricted to defects which are evident at the Purchaser's Goods inward inspection from an external examination including the delivery papers as well as by random quality control testing (e.g. transport damage,



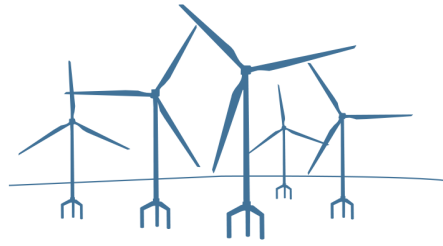
incorrect or short delivery).

- 8.7** The duty to raise objection for defects discovered at a later date shall remain unaffected. In all cases, the Purchaser's objection (notice of defects) shall be deemed raised promptly and in good time if it is received by the Vendor within ten (10) working days of delivery of the Goods to the Purchaser or after discovery in the case of hidden defects.
- 8.8** The Vendor is obligated, within the framework of supplementary performance, to compensate the Purchaser for the costs of removing the defective article and installing or mounting the repaired or delivered defect-free article. Any contradictory regulations of the Vendor are not an integral part of the contract. The costs incurred by the Vendor for the purpose of inspection and repair (including any removal and installation costs) shall also be borne by the Vendor if it turns out that in fact there was no defect. Liability of the Vendor pursuant to the preceding sentence 1 shall be ruled out if the Purchaser recognises or grossly negligently does not recognise that there was no defect.
- 8.9** If the Vendor does not fulfil its duty to render supplementary performance - at the discretion of the Purchaser by rectifying the defect or delivering a defect-free article - within an appropriate period set by the Purchaser, then the Purchaser may rectify the defect itself and demand the Vendor compensate it for the expenses required or a corresponding advance. If the supplementary performance by the Vendor failed or is unreasonable for the Purchaser (e.g. due to particular urgency, risk to operational safety or threat of disproportionate damages) there is no need for setting a grace period; the Purchaser will promptly inform the Vendor of such circumstances, if possible in advance.
- 8.10** Otherwise, in the event of material defects or defects of title, the Purchaser is entitled to a reduction of the purchase price or withdrawal from the contract pursuant to the statutory provisions. Furthermore, the Purchaser has an entitlement to compensation of damages and expenses pursuant to statutory provisions.

## **9. PRODUCT LIABILITY, PRODUCER LIABILITY, INDEMNIFICATION, LIABILITY INSURANCE**

- 9.1** If the Vendor is responsible for a fault of a product, it is obligated to indemnify the



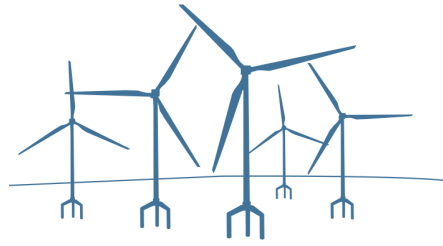


Purchaser from all compensation claims of third parties on first request, to the extent that the cause lies in its domain and organisational sphere.

- 9.2** If the Purchaser is made responsible for damage within the meaning of product liability, the Vendor must indemnify the Purchaser from claims of third parties to the extent that the cause is in its domain or organisational sphere.
- 9.3** Within the framework of its liability for damages within the meaning of section 9.1 and 9.2, the Vendor is also obligated to reimburse any expenses pursuant to §§ 683, 670 BGB and / or pursuant to §§ 830, 840, 426 BGB, which arise from or in connection with a recall action carried out by the Purchaser. The Purchaser will inform the Vendor of the content and scope of the planned recall actions - insofar as this is reasonable - and give it the possibility to raise objection. Other statutory claims shall remain unaffected.
- 9.4** The Vendor must conclude and maintain product liability insurance with a lump-sum cover of at least ten (10) million EUR per case of personal injury / material damage as well as with extended product liability insurance cover for installation and removal costs, and onshore and offshore inspection costs.

## **10. STATUTE OF LIMITATIONS**

- 10.1** The mutual claims of the contacting parties shall be subject to the statute of limitations in accordance with the statutory provisions, unless agreed otherwise.
- 10.2** By way of deviation from § 438 (1) No. 3 BGB, the general period of limitation for claims for defects is three (3) years from transfer of risk and handover of the complete documentation, unless the article has been used normally for a structure and has caused its defectiveness. The three year period of limitation also applies correspondingly to claims arising from defects of title, whereby the statutory period of limitation for claims in rem for the restitution of property to third parties (§ 438 (1) No. 1 BGB) shall remain unaffected. Furthermore, claims from defects of title are in no way subject to limitation if the third party can still exercise the right against the Purchaser - in particular in the absence of limitation.
- 10.3** If the Vendor fulfils the duty of supplementary performance by replacement delivery, the period of limitation for the delivered article begins anew from delivery. This does not



apply if the Vendor, upon rendering supplementary performance, explicitly and correctly reserved the right to perform the replacement delivery (i) only as a goodwill gesture to the Purchaser or (ii) to avoid disputes with the Purchaser or (iii) in the interest of continuation of the business relationship with the Purchaser.

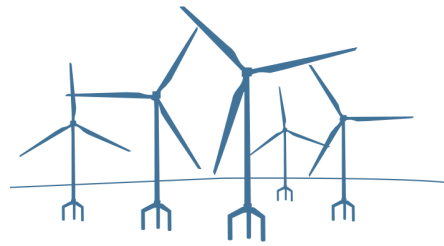
- 10.4** The periods of limitation of sales law including the preceding extension apply, to the extent applicable by law, for all contractual claims for defects. If the Purchaser is also entitled to non-contractual claims for compensation due to a defect, the regular statutory period of limitation shall apply to this (§§ 195, 199 BGB) if the application of the periods of limitation of sales law does not lead to a longer period of limitation in individual cases.

## **11. CONFIDENTIALITY / DOCUMENTATION**

- 11.1** The conditions of the hiring as well as all information and documentation provided for this purpose (with the exception of publicly available information), if and insofar as they are demonstrably not publicly known, must be kept secret from third parties and may only be made available to those persons in the Vendor's own company who necessarily need to be involved in their use for the purpose of delivery to the Purchaser have likewise been committed to maintaining their confidentiality.
- 11.2** The Vendor may not refer to the business relationship with and the Goods manufactured for the Purchaser in any advertising material, brochures etc. without prior written consent.
- 11.3** The Vendor shall comply with the statutory provisions for data protection. Personal data may be processed exclusively to the extent required for fulfilment of the respective individual order. It is not permitted for the Vendor to forward personal data to third parties without the prior written consent of the Purchaser.
- 11.4** The Vendor will correspondingly commit sub-contractors to comply with the preceding sections.

## **12. CODE OF CONDUCT**

- 12.1** The Purchaser expects the Vendor to maintain the highest ethical standards in its business relationship with the Purchaser. In addition, the Vendor and its employees must make decisions concerning their activity within the framework of the business

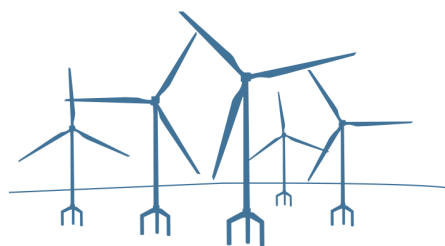


relationship with the Purchaser exclusively on the basis of their sound professional judgment and ethical principles, and these decisions must not be influenced by family connections or friendships with third parties or by other personal interests. The Vendor undertakes within the framework of the contractual relationship with the Purchaser to take all necessary steps for the avoidance of corruption, other criminal acts and other serious misconduct. Serious misconduct is, regardless of the form of participation in the perpetration, instigation or aiding and abetting:

- (a) the offering, promising or guaranteeing of unlawful advantages to civil servants, public officials, people authorised for public service or elected officials or to members of Executive Boards, Managing Directors or other employees of the Purchaser or its affiliated companies;
- (b) Violations of rules which serve to protect unfettered competition, in particular violations of hardcore restrictions under antitrust law within the meaning of Art 101 TFEU, § 1 of the German Act against Restraints of Competition [Gesetz gegen Wettbewerbsbeschränkungen - GWB] (agreements on price, tenders, quantities, quotas, territories and customers);
- (c) Violations against economic sanctions or the circumvention of sanctions of the European Union, in particular of EC Regulation 2580/2001, EC Regulation 881/2002 and EU Regulation 753/2011 (Anti-Terrorism Regulation), as well as other applicable national, European and international embargo and foreign trade rules.

**12.2** If serious misconduct within the meaning of section 12.1 is committed by an employee or Managing Director / Member of the Executive Board of the Vendor, the Purchaser is entitled to extraordinary termination of the contract without notice.

**12.3** The Vendor undertakes actively to participate in combating serious misconduct within the meaning of section 12.1 and clarifying suspected cases of serious misconduct and to co-operate with the Purchaser. If the Vendor becomes aware of facts which justify suspicion of serious misconduct within the meaning of section 12.1 affecting the Purchaser, it must promptly notify the Purchaser of this in writing and immediately clarify the situation, insofar as such serious misconduct may lie within the sphere of the Vendor. If the suspicion is confirmed, the Vendor is obligated to take suitable concrete



technical, organisational and personnel measures immediately to halt the misconduct and, if it has not already done so, sustainably avoid future misconduct. The Vendor shall promptly inform the Purchaser in writing about the course and outcome of the clarification of the situation, as well as about any measures taken.

### **13. GOVERNING LAW, COURT OF JURISDICTION**

- 13.1** The Law of the Federal Republic of Germany shall apply to these GPC and all legal relationships resulting therefrom between the Vendor and the Purchaser, with the exclusion of the UN Sales Convention as well as international private law.
- 13.2** The exclusive - also international - court of jurisdiction for all disputes arising from the contractual relationship is the registered office of the Purchaser in Bremen. However, the Purchaser is also entitled to take legal action at the place of performance of the delivery commitment.