

## **General Conditions for the Purchase of Services by Ocean Breeze**

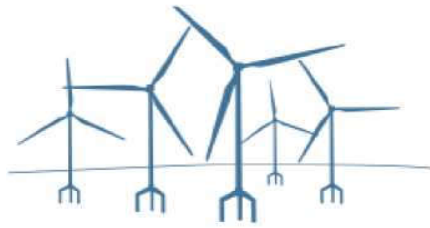
### **Energy GmbH & Co. KG**

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

- 1.1 These General Purchasing Conditions (hereinafter "**GPC**") apply to all domestic and international business relationships concerning works and services between Ocean Breeze Energy GmbH & Co. KG (hereinafter "**Client**") and its business partners (hereinafter "**Contractor**") within the scope of these GPC. These GPC only apply if the contractor 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 These GPC apply exclusively. Any deviating, contradictory or supplementary General Terms and Conditions of Business of the Contractor shall only become an integral part of the contract once the Client 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 Client accepts the Contractor's services without reservation in knowledge of its General Terms and Conditions of Business.
- 1.3 Agreements made in individual cases between the Contractor and the Client (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these GPC. This applies in particular to with respect to any individual agreements as per purchase order issued by the Client.
- 1.4 Legally relevant declarations and notices which have to be issued by the Contractor to the Client 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**

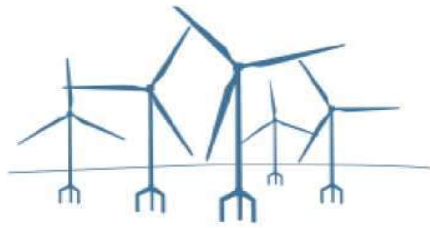
- 2.1 All offers and cost estimates of the Contractor shall be free of charge and non-binding for the Client, unless otherwise agreed. The Client is not obliged to accept such offer made by the Contractor.



- 2.2 The order by the Client shall be deemed binding no earlier than upon submission or confirmation in writing by the Client. The 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 Contractor is obligated to confirm the Client's order within a period of 5 (five) 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. DATE OF PERFORMANCE, PERIOD OF PERFORMANCE, DEFAULT**

- 3.1 The date of performance and period of performance specified by the Client in the order accepted by the Contractor is binding. The Contractor is obligated promptly to notify the Client in writing if it anticipates that it cannot comply with the agreed times - for whatever reason.
- 3.2 Section 3.1 shall apply mutatis mutandis for interim deadlines if the Contractor renders recurring performances over a long period of time. Thereby, the Contractor must promptly notify the Client in writing if it anticipates that it cannot comply with the agreed fixed interim deadlines.
- 3.3 If the Contractor does not render its performances or does not do so within the agreed time or is in default, the rights of the Client - in particular to rescission and compensation - shall be governed by the statutory provisions. The regulations in section 3.4 shall remain unaffected.
- 3.4 If the Contractor is in default, the Client - in addition to further legal claims - may demand lump-sum compensation of its default damages in the amount of 0.2% of the net order value per working day of default, however in total no more than five (5) % of the net order value for the performance which was rendered late. The Client reserves the right to prove that it incurred higher damages. The Contractor reserves the right to prove that the Client did not incur any or only incurred considerably lower damages.

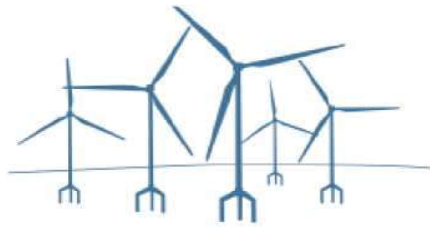


#### **4. TERMINATION**

- 4.1 Both Parties are entitled to terminate the contractual relationship with the respective other Party, if
  - 4.1.1 the respective other Party suspends performance of its contractual obligations in a not insignificant manner due to a deterioration in assets or gives notice of the same, or
  - 4.1.2 there exists negative information from Creditreform e.V. or SCHUFA Holding AG in relation to the respective other Party, in particular regarding the following points: foreclosure, ineffective seizure, financial status, residual debt discharge, or
  - 4.1.3 foreclosure proceedings have been initiated against the entire assets of the respective other Party or a significant part of its assets, or
  - 4.1.4 the opening of insolvency proceedings over the assets of the other Party has been rejected due to lack of assets or insolvency proceedings have been cancelled due to lack of assets.
- 4.2 Other statutory rescission and termination rights will not be affected by the preceding provisions.

#### **5. SCOPE OF PERFORMANCE, PLACE OF PERFORMANCE, DEFAULT OF ACCEPTANCE**

- 5.1 The Contractor is not entitled to have the performances for which it is liable rendered by a third party (hereinafter "**Sub-contractor**") without the prior written consent of the Client.
- 5.2 The Contractor must render the contractually agreed performances independently and completely in accordance with the generally recognised rules of engineering and architecture (insofar applicable), furthermore in the case of performances to machines, equipment and facilities also in compliance with the manufacturer's specifications or other equipment documentation.
- 5.3 The Contractor undertakes to perform the scope of delivery and service in accordance with the applicable (German, European and international statutory provisions). Irrespective of other statutory provisions, the scope of



services must be performed such that the interests of work safety, risk avoidance and environmental protection are safeguarded.

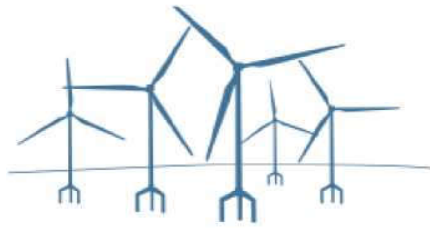
- 5.4 The performances shall be rendered at the location specified in the order. If the destination is not specified and nothing else is agreed, the performances shall be rendered at the registered office of the Client in Emden. The respective destination is also the place of fulfilment.
- 5.5 The statutory 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 Client (e.g. provision of material), the Contractor must also explicitly offer the performances to the Client. If the Client is in default of acceptance, the Contractor may demand compensation of its additional expenses in accordance with statutory provisions (§ 304 BGB).

## **6. SELF-INFORMATION**

The Contractor undertakes to inspect the localities and buildings, access routes, installation areas for work machines, foundations and scaffolding and other related facilities and articles, which are relevant for rendering performance, before conclusion of the contract and to familiarise itself with the local circumstances. In case of activities to be performed offshore, the Client shall provide the Contractor with a description (textual description and/or drawing(s)) of the local conditions prior commencement of the works. If this description is not sufficient to assess whether the work in question can be carried out, it is up to the Contractor to indicate this to the Contractor without undue delay. The Contractor may not raise the claim of impediments and obstructions or errors or ignorance after conclusion of the contract in the case of circumstances which were recognisable upon conclusion of the contract and has no entitlement to additional remuneration in consideration of these circumstances. Measures and design controls with regard to compliance with the existing equipment, facilities and buildings, which are required for rendering performances for the engineering requirements and for assembly and commissioning shall be performed by the Contractor on its own costs.

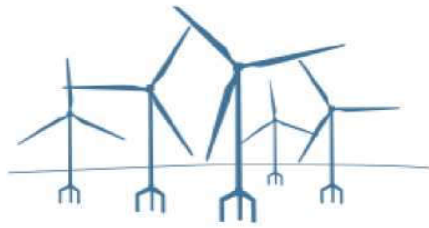
## **7. RENDERING THE PERFORMANCES**

All devices, tools, auxiliary materials, operating materials, consumables and work clothes required for rendering performance (**which** may also include personal protective



equipment (PPE)) will be provided by the Contractor without charge unless something has been explicitly agreed to the contrary.

- 7.1 All articles provided by the Client may only be used for the execution of the contract. Subsequently, they must promptly be returned voluntarily and undamaged. Costs of excessive wear and tear or damage shall be borne by the Contractor.
- 7.2 The Client shall only receive the Contractor's final planning documents for inspection. By signing off on such documents, the Client only confirms its awareness of these documents. It thereby assumes no responsibility for construction, implementation and absence of defects. Change proposals, instructions and complaints of the Client do not release the Contractor from its general responsibility to fulfil the contract. The Client is entitled to issue the Contractor with instructions in order to ensure the realisation of the contractual purpose and a defect-free fulfilment. In the event that instructions have been given, the Client shall be liable within the context of § 645 BGB only if the Contractor has promptly raised concerns in writing and justified them.
- 7.3 All articles which have been brought onto the operating premises of the Client as well as the Offshore Windpark BO1 are subject to works inspection, if one is available, and must be labelled with the Contractor's name or company logo.
- 7.4 The Contractor undertakes to comply with the following requirements when seconding employees to the operating premises of the Client, the Onshore Windpark Rysumer Nacken and the Offshore Windpark BO1:
  - Proper registration for social security of all employees hired for the performances and provision with social security cards;
  - Proper payment of wage tax and all social security contributions for seconded employees;
  - Compliance with all labour insurance and social security laws, in particular the Law on the Secondment of Employees [*Arbeitnehmerentsendegesetz - AEntG*] and the Minimum Wage Law [*Mindestlohngesetz*]. The Contractor guarantees that minimum working conditions arising from the aforementioned laws and the related ordinances will be respected and at least the prescribed



minimum wages will be paid, specifically with regard to all employees assigned with rendering performances;

- All hired foreign employees must possess the necessary work permits;
- Compliance with all relevant trade control provisions, accident prevention provisions and other work safety and working time provisions as well as other statutory or supervisory conditions; and
- Compliance with provisions for accident prevention, work safety and environmental protection of the Client, as well as of the service provider.

7.5 If the Contractor does not employ persons who are subject to mandatory social security contributions, e.g. freelance employees, it shall also guarantee that they have sufficient cover from sickness and accident insurance and, if they carry on a trade, they have fulfilled the commercial duties of disclosure (§§ 14, 15 (1) GewO).

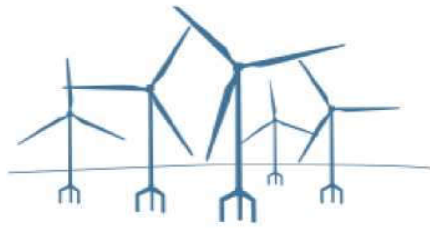
7.6 The Contractor bears responsibility and risk for all articles brought onto the operating premises, the Onshore Windpark Rysumer Nacken and the Offshore Windpark BO1 or handed over to the Contractor by the Client for the purpose of rendering performance and bears responsibility and risk for the rendering of the performance.

7.7 The Contractor is responsible for the creation of all necessary risk assessments for the execution of the performances.

## **8. DEADLINES**

8.1 In case of services to be rendered in the wind farm BARD Offshore 1 the transport of people and material shall take place either via vessel or via helicopter. If the Parties have agreed that this transport is to be provided by the Client, the Contractor's employees as well as any material required for the performance of the contractual service shall arrive at the agreed place of departure (quay wall or heli-airport) in due time and as agreed. If this is not the case and the Contractor's employees or the material required (if any) are not on site in time, the Client reserves the right to terminate this individual services for good cause and without prior notice. If the Client does not exercise this right of termination, the Contractor shall bear the additional costs resulting from the Contractor's delay (e.g. the costs for additional transport by helicopter).

8.2 The contractually agreed acceptance or overall completion deadlines or periods are binding deadlines and periods, which justify a case of default if they are culpably not met and without the need for a further reminder..

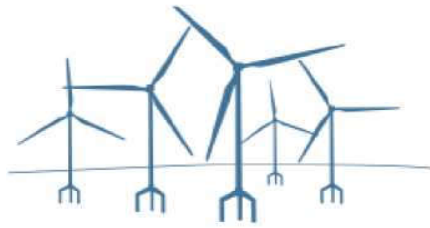


## **9. PROOF OF PERFORMANCE, ACCEPTANCE**

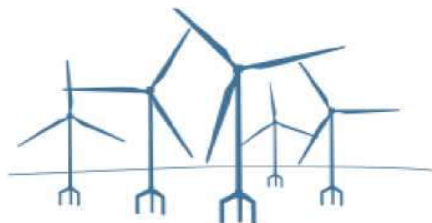
- 9.1 Unless specified otherwise in the contract and if possible in regard to the rendered performances, the performances require a formal acceptance. In the case of all contracts where the delivery of work is agreed, the acceptance is a precondition for the Contractor's claim for payment becoming due for settlement. Acceptance shall always take place as early as possible. The Client will accept the performances at the place of fulfilment, as soon as the Contractor requests this in writing after completion and all conditions for acceptance are fulfilled. The acceptance mandatorily requires the creation of a legal record on the Client's form, which is signed by the Client and the Contractor. The Contractor has the right to note any deviating opinion in the record.
- 9.2 Upon acceptance, the Contractor must immediately rectify any identified minor defects.
- 9.3 The Client is exempt from the necessity to assert the reservation of a contractual penalty (to the extent the Parties agreed to such penalty) upon acceptance of the performances.

## **10. PRICES, PAYMENT CONDITIONS**

- 10.1 The price specified in the order is binding. All prices are to be quoted as net prices. The applicable statutory sales tax shall be shown separately.
- 10.2 Unless agreed otherwise in individual cases, the price covers all performances and ancillary services of the Contractor as well as all ancillary costs. For example, the following are contained in the scope of performance and thus included in the price:
- All costs for technical processing, design documentation and contract-specific tools of the Contractor, accompanying materials, wages and incidental wage costs;
  - any costs and fees incurred for any necessary test certificates, technical acceptances, expert appraisals and
  - the granting and assignment of all rights under section 12 of these GPC.
- 10.3 An invoice shall be created for every order including any supplementary orders. This includes the acceptance declaration and if necessary the time sheets signed by the Client.



- 10.4 The invoice must comply with the statutory requirements, must be auditable and must clearly and transparently list the performances including the period of performance, specifying the order numbers. The invoice is to be sent to the Client in electronic form, to the address specified in the individual order.
- 10.5 The agreed price is due within thirty (30) calendar days from full rendering of performances (including any acceptance) and 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 Client's transfer order is received by its bank before expiry of the payment deadline; the Client is not responsible for delays by the banks involved in the payment procedure.
- 10.6 If payments in installments are agreed, these shall be performance-related in accordance with the construction progress exclusively according to an agreed payment plan. The instalments will be due fourteen (14) days after an interim invoice has been issued. The instalment payment becoming due is conditional on the stage of (construction) progress specified in the payment plan being reached. Payment of the interim invoices represents neither a recognition of the (construction) progress reached nor an acceptance of the performances rendered.
- 10.7 The Client 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, whereby, possibly deviating from this, a prior written warning by the Contractor is required in every case.
- 10.8 The Client 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 Client is entitled in particular to withhold due payments as long as it is still has claims against the Contractor from incomplete or deficient performances.
- 10.9 The Contractor only has a right to withhold performance due to legally established or undisputed counter-claims.
- 10.10 The Contractor only has a set-off right due to legally established or undisputed counter-claims.



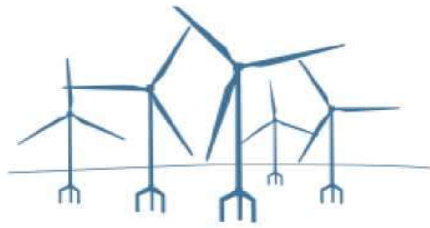
- 10.11 For processing assignments, third-party declarations, attachment and transfer orders as well as writs of attachment and confiscation orders relating to the Contractor, the Client shall levy an appropriate processing fee which can be deducted from the amount due.

## **11. INVOICING ACCORDING TO HOURS WORKED**

- 11.1 If it is agreed to invoice performances according to an hourly wage, the Contractor will be remunerated for the effective working hours performed, and confirmed by the Client, after deduction of breaks; however, the payment obligation is limited to the objectively required number of hours of experienced and qualified workers. Travel times and expenses will only be compensated if this has been explicitly agreed. The smallest billing unit is a commenced quarter of an hour.
- 11.2 The Contractor and its employees must report to the person named by the Client before commencement of and after finishing work.
- 11.3 If available, the time sheets should be made out on the forms provided by the Client and presented to the Client's authorised representative for counter-signature every day at the end of the working period. Otherwise, the content of the time sheets must be co-ordinated with the Client.

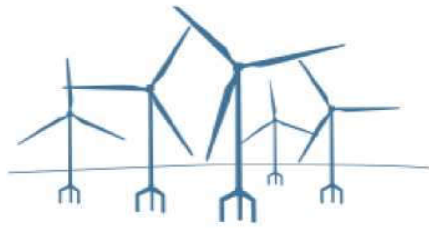
## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 The performance outcomes resulting from the Contractor's rendering of services, together with all associated concepts, preliminary work, drafts, revisions, versions and amendments and all exploitation rights, trademark rights, patents and other protective rights to these, as well as all other embodiments of the performance outcomes regardless of which kind, in particular software, technical drafts, technical specifications, technical drawings, drafting work, presentations etc. (hereinafter "**work**") shall be deemed specifically commissioned by the Client. The Contractor assigns the Client all rights to the work, without spatial or temporal limitation, in particular all copyright exploitation rights, patents, registered designs, industrial designs, characteristics and trademark rights, design rights and other intellectual property rights, as well as rights derived therefrom. The Client has the



right to process and translate the work as well as the right in turn to create derived works therefrom.

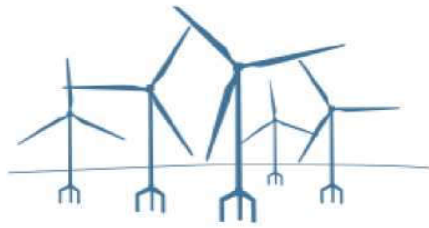
- 12.2 Upon conclusion of the contract, the Contractor grants the Client in advance the spatial and temporal rights to the work and all its components conditionally as of the date of creation of the work, including the right to use the work as often as desired for all products manufactured and / or maintained by the Client (hereinafter as a whole "Usage right"). The usage right comprises in particular all copyright exploitation rights (including duplication, dissemination, making publicly accessible, reproduction, archiving, advertising, leasing and rental), rights to patents, registered designs, industrial designs, characteristic and trademark rights, design rights and other intellectual property rights, including the right to processing and the right to unlimited assignment or granting of rights to third parties. The Contractor also assigns to the Client all rights to modes of usage which are unknown at the date of conclusion of the contract.
- 12.3 The Client is not obligated to exercise and exploit the usage rights.
- 12.4 The Contractor waives any existing claims concerning moral rights relating to the work.
- 12.5 The Contractor undertakes to support the Client in every regard to procure and / or draw up all documents necessary for securing the Client's rights to the work. Furthermore, the Contractor undertakes to procure all necessary documents and assignments of rights from sub-contractors and employees, in particular from consultants or other vicarious agents, or to initiate all other co-operation in order that all rights to the work specified in this section 12 are transferred to the Client.



- 12.6 The remuneration agreed between the Contractor and the Client also comprises the full granting or assignment of intellectual property rights pursuant to this section 12, including the utilisation of the work and any revenue of any kind from the sub-licensing and use of the work. Further claims of remuneration for the granting of rights are excluded, except in cases covered by law (§ 32 et seq. of the German Copyright Act [*Urhebergesetz - UrhG*]).
- 12.7 The Contractor guarantees that no protective rights of third parties (e.g. patents, copyrights) are violated by the performances and / or the work and their contractual and intended use by the Client.
- 12.8 Irrespective of statutory claims, the Contractor shall indemnify the Client against all claims of third parties and all damages, expenses and other disadvantages incurred by the Client as a result. This also comprises in particular disadvantages which the Client 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.

### **13. RETENTION OF TITLE**

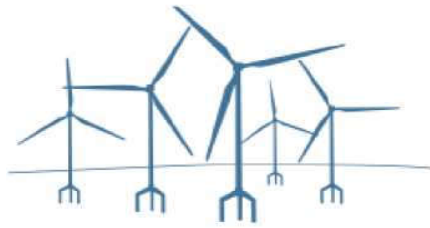
- 13.1 If the Client provides the Contractor with diagrams, plans, drawings, calculations, executive instructions, product descriptions and other documentation, the Client shall retain all proprietary rights and originator rights to these in full. Such documentation must be exclusively used for its contractual purpose and promptly returned to the Client (or, in the case of electronically transmitted data, permanently deleted) after the rendering of performances.
- 13.2 The preceding provision applies correspondingly to substances and materials (e.g. hardware, software) as well as to tools, templates, samples and other articles which the Client provides to the Contractor. 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 Contractor.
- 13.3 Ownership of any embodied works must be transferred to the Client mandatorily and regardless of the payments of the price for the performances. 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 Client accepts



the Contractor's offer of transfer of ownership conditional upon payment of the purchase price, the Contractor's retention of title shall expire no later than upon payment.

#### **14. DEFECTS**

- 14.1 The Contractor guarantees that the performances are free of defects and complete in every respect and in particular exhibit the essential characteristics agreed as such in the contract and are suitable for their intended purpose given customary conditions of operation.
- 14.2 The statute of limitations for claims based on performances not rendered or improperly rendered shall be measured in accordance with the statutory provisions. The period for time-barring begins upon acceptance of the performances.
- 14.3 The client shall be entitled to the statutory rights in the case of material defects or defects of title concerning the Contractors performances. The Client is entitled to reject supplementary performance on grounds of unreasonableness. Regardless of the statutory regulations, a case of unreasonableness may exist if supplementary performance causes or may cause an unreasonable delay or uncertainty with regard to its eventual success in the case of safety-relevant devices, equipment or facilities, or those devices, equipment or facilities which are required for maintenance of operations, production or the normal course of business.
- 14.4 In case the other requirements of the right of rescission are met, the Client may limit rescission to the part of performance which has not been rendered or was not rendered properly, and in particular regardless of whether it concerns a part of performance which is self-contained or not limitable. Instead of exercising the right of rescission, the Client may terminate the contract for good cause with regard to the outstanding performances, irrespective of its other statutory claims.
- 14.5 In the event of material defects, regardless of its statutory claims, the Client is entitled to a right of self-performance and claim to the advance paid, after fruitless expiry of an extended deadline for supplementary performance pursuant to § 637 BGB.

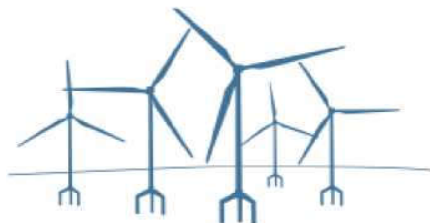


## **15. LIABILITY INSURANCE**

- 15.1 The Contractor must prove it has professional liability insurance. It must guarantee that there is insurance protection to cover damages arising from the contract in the amount of at least EUR 10,000,000 (ten million euros) for personal injury and material damages as well as for any consequential damages arising therefrom, for the entire term of the contract and of any periods of limitation. In the case of joint ventures, there must be insurance protection for all members.
- 15.2 The Contractor has no claim to performances of the Client before it has proven insurance protection. The Client may make payments conditional on proof of the continued existence of insurance protection.
- 15.3 The Contractor is obligated to notify promptly in writing if and to the extent that cover no longer exists in the agreed amount.

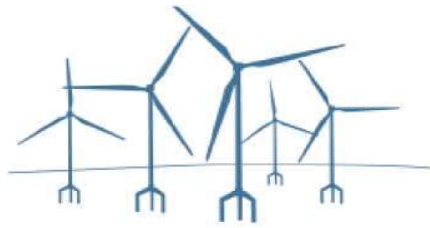
## **16. CONFIDENTIALITY / DOCUMENTATION**

- 16.1 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 Contractor's own company who necessarily need to be involved in their use for the purpose of the performances and have likewise been committed to maintaining their confidentiality.
- 16.2 The Contractor may not refer to the business relationship with and the performances rendered for the Client in any advertising material, brochures etc. without prior written consent.
- 16.3 The Contractor shall comply with the statutory provisions for data protection. Personal data may be processed exclusively to the extent required for fulfilment of the respective contract. It is not permitted for the Contractor to forward personal data to third parties without the prior written consent of the Client.
- 16.4 The Contractor will correspondingly commit sub-contractors to comply with the preceding sections.



## 17. CODE OF CONDUCT

- 17.1 The Client expects the Contractor to uphold the highest ethical standards in its business relationship with the Client. In addition, the Contractor and its employees must make decisions concerning their activity within the framework of the business relationship with the Client 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 Contractor undertakes within the framework of the contractual relationship with the Client 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 Client 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); and/or
  - (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.
- 17.2 If serious misconduct within the meaning of section 17.1 is committed by an employee or Managing Director / Member of the Executive Board of the Contractor, the Client is entitled to extraordinary termination of the contract without notice.



- 17.3 The Contractor undertakes actively to participate in combating serious misconduct within the meaning of section 17.1 and clarifying suspected cases of serious misconduct and to co-operate with the Client. If the Contractor becomes aware of facts which justify suspicion of serious misconduct within the meaning of section 17.1 affecting the Client, it must promptly notify the Client of this in writing and immediately clarify the situation, insofar as such serious misconduct may lie within the sphere of the Contractor. If the suspicion is confirmed, the Contractor 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 Contractor shall promptly inform the Client in writing about the course and outcome of the clarification of the situation, as well as about any measures taken.

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

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