

Terms and Conditions of Sale and Delivery

1. Scope and Duration

1.1 Where the materials supplied are for construction purposes, AB 92 ("General Conditions for the provision of works and supplies within building and engineering") shall apply to all and any circumstances not covered by these *Terms and Conditions of Sale and Delivery*.

1.2 Unless otherwise agreed in writing, the *Terms and Conditions of Sale and Delivery* set out below shall apply to all offers, sales and deliveries made between the parties. This also applies to future deliveries without renewed declaration in this respect vis-à-vis the buyer.

1.3 Should any dispute arise between these terms and conditions and the general terms and conditions of sale on the part of the buyer, the Solid Wind Power A/S *Terms and Conditions of Sale and Delivery* shall take precedence.

1.4 Unless written consent is given by the seller, any deviation set out in the tender documents, order or similar documentation from the buyer from these *Terms and Conditions of Sale and Delivery* shall be without validity.

1.5 Outside the scope of delivery is local permits, the complete local designed concrete foundation, access road, area for erection, electrical grid connection, land line connection for SCADA, local transportation, installation, all insurance and potential local manufactured tubular towers.

2. Offer

2.1 Any offer – whether oral or written - shall always be non-binding, and any delivery times stated serve only as guidelines.

2.2 Only orders confirmed in writing by Solid Wind Power A/S shall be binding on Solid Wind Power A/S, and the *Terms and Conditions of Sale and Delivery* set out in the order confirmation shall apply to such confirmed orders only.

2.3 Offers are based on the fact that any assembly can be done on a continuous basis.

2.4 The offer shall be seen in its entirety and any prices quoted in the offer are quoted ex VAT and any other taxes and duties.



3. Order confirmation

3.1 Order confirmations given by Solid Wind Power A/S, shall be reviewed by the buyer. Any objections to a term or condition, including prices, quality descriptions, quantity, and measurements etc., set out in the order confirmation shall be submitted immediately in writing to Solid Wind Power A/S. Otherwise order confirmations shall be deemed as accepted and thus binding on the transaction.

4. Cancellation and amendments

4.1 Any cancellation of or amendment to an order shall be subject to written acceptance from the seller, and any costs incurred in this connection shall be borne by the buyer.

4.2 The buyer shall reimburse Solid Wind Power A/S for any cost or loss due to cancellation. However, such reimbursement shall always be a minimum corresponding to 15 % of the purchase price agreed.

5. Delivery

5.1 Delivery is ex works Ståltej 8, DK-6900 Skjern, Denmark. Shipping costs shall be at the cost and risk of the buyer. If CIF delivery is quoted by Solid Wind Power A/S, delivery is according to Incoterms 2010. Delivery time ex.works is expected to be 3-4 months.

5.2 If, contrary to expectation, the delivery time stated by Solid Wind Power A/S is not met, this shall not entitle the buyer to cancel the transaction.

6. Prices and payment

6.1 Unless otherwise stated, all prices are listed in European Euro (Euro) ex VAT, based on the price level as of the offer date and as per the current price list. Solid Wind Power A/S may amend its price until delivery with the addition of additional expenses owing to amendments to e.g. prices from sub-suppliers, the cost of raw materials, exchange rate fluctuations, standard wages, government taxes etc.

6.2 Unless otherwise stated, payment for the order is due 1 week before delivery. The Solid Wind Power A/S payment terms are stated on the invoice. In case of late payments, Solid Wind Power A/S may charge interest of 1.5 % per month commenced. Payments made by the buyer are offset against any added interest due and against costs before being offset against the invoiced amount outstanding. The buyer may not offset counterclaims (if any) against Solid Wind Power A/S unless such counter claims are accepted in writing by Solid Wind Power A/S. Furthermore, the buyer may not withhold any part of the purchase price based on any such counterclaims. Where delivery is postponed owing to circumstances on the part of the buyer, the buyer shall pay Solid Wind Power A/S as if delivery was made as agreed between the parties.



7. Conditional sale

7.1 Solid Wind Power A/S retains the title to the goods delivered until such time where the purchase price, including costs of delivery, interest etc. is paid in full.

8. Business interruption

8.1 Strike, lock-out, short supply of energy and raw materials, traffic interruptions, weather conditions, public decrees, including when they occur in the case of the suppliers used by Solid Wind Power A/S or Solid Wind Power A/S itself, shall relieve Solid Wind Power A/S from any delivery obligation for as long as the hindrance remains and in so far as such hindrance affects the agreement made between the parties. Solid Wind Power A/S does not accept responsibility and does not assume liability to pay damages in connection with the hindrance; this applies to e.g. loss of earnings, daily penalties etc.

9. Packaging

9.1 Unless otherwise agreed, packaging costs is included in the shipping costs.

10. Complaints

10.1 To be valid, breakage complaints shall be made in writing to the carrier immediately upon delivery and shall also be forwarded to Solid Wind Power A/S at the same time. Immediately upon receipt of the delivery (same day), the buyer shall check it; this includes checking whether the quality and quantity of the delivery are as agreed between the parties.

10.2 Solid Wind Power A/S shall remedy any and all defects attributable to errors in the product as regards construction, materials or manufacture, provided always that the guidelines described under Operation and Maintenance were adhered to. At its own discretion, Solid Wind Power A/S may repair or replace the defective goods.

10.3 Where the buyer claims a defect in the goods supplied, the buyer shall immediately notify Solid Wind Power A/S thereof in writing and enclose any relevant documentation of such defect. Where the buyer discovers or should have discovered the defect but fails to complain as stipulated herein, the buyer cannot subsequently assert such claim.

10.4 If the delivery does not correspond to the quality or quantity agreed, Solid Wind Power A/S shall be entitled to redeliver and/or make subsequent deliveries. Until a complaint is settled, the buyer may not have at its disposal the delivery pertaining to the complaint or any part thereof before Solid Wind Power A/S inspects the delivery. Such disposal shall include assembly etc. Where Solid Wind Power A/S tests the goods, but



finds no defect, the buyer shall receive a separate bill for any extra work performed in connection with the delivery.

10.5 Exchange or remedy of defects shall take place at the factory of the seller or at the place of delivery. Where complaints are upheld and approved, Solid Wind Power A/S shall bear the transport costs, but not the replacement costs, incurred in connection with any defect, repaired, replaced or extra goods to and from the customer.

10.6 Where disassembly and assembly results in interfering with anything other than the goods in question, any work or expenses incurred in this connection shall be borne by the buyer.

10.7 Where a complaint is upheld and approved, the buyer shall only be entitled to reimbursement of the current value of the goods or the part in question for complaint. Any other claim, e.g. compensation for loss of earnings, loss of wages, daily penalties etc., are not covered by Solid Wind Power A/S.

11. Product amendments

11.1 Solid Wind Power A/S reserves the right to amend products or parts thereof without notice if such amendment is made without detriment to the buyer.

12. Installation

12.1 Unless expressly stated in the order confirmation, scaffolding/lift/crane are not included in the contract.

12.2 Installation prices are based on the existence of a cleared and drivable surface to the point of assembly as well as on cleared and drivable surface access roads. Any expenses incurred in connection with clearing and putting down ground protection mats etc. shall be invoiced directly to the buyer.

12.3 When the buyer makes scaffolding/a lift/crane available, the construction and coordination shall be agreed with the seller's installation manager.

12.4 Unless stated otherwise in the order confirmation, the agreement is based on continuous installation. Where continuous installation is impossible, Solid Wind Power A/S reserves the right to invoice the actual costs incurred to the buyer.

12.5 Where the buyer postpones the installation date compared to the agreed time schedule, Solid Wind Power A/S may invoice the materials on account. Postponement of installation due to buyers delay can result in an invoice for lost time for Solid Wind Power A/S supervisors.

12.6 The buyer shall notify the seller of the new installation date not later than 10 working days prior to commencement of the installation.

12.7 Wiring, drilling of holes for cables and any electrical installation work do not form part of the seller's assembly.



12.8 Extra work shall only be performed subject to a signed variation order.

12.9 Solid Wind Power A/S does not participate in any local common waste management schemes.

13. Patent, design, registration and copyright

13.1 The goods offered are developed by the seller and thus may not be reproduced, cf. the provisions of the Danish Marketing Practices Act. Any drawings, proposals and offers belong to the seller and may not be used, reproduced, published or made available to competing companies without permission from the seller.

13.2 For deliveries constructed by the seller based on drawings, models and other materials made available by the buyer or the buyer's consultant, the liability for any infringement of third-party patents, patterns and copyright only rests with the buyer.

14. Product liability

14.1 In case of injury to persons or damage to property owing to errors or defects in the products delivered and/or services rendered, Solid Wind Power A/S shall be liable insofar as the Danish mandatory provisions regarding product liability can be imposed on Solid Wind Power A/S. Solid Wind Power A/S shall not be liable for damage or injury caused by material in the products manufactured by the buyer or by products in which they form part, and Solid Wind Power A/S shall not be liable for damage to properties or goods caused by such products owing to the material. However, Solid Wind Power A/S shall never be liable for business interruption, loss of time, loss of profits or any other form of indirect loss or series of losses.

15. Limitation of liability

15.1 Claims for damages against Solid Wind Power A/S cannot exceed the amount invoiced for the delivery made. Solid Wind Power A/S shall never be liable for business interruption, loss of earnings, loss of time, loss of profits or any other form of indirect loss or series of losses. Solid Wind Power A/S shall never be liable for damage to properties or goods, including products manufactured by the buyer.

15.2 Changes or amendments to the purchased goods without written consent from Solid Wind Power A/S exempts Solid Wind Power A/S from any liability.

15.3 Warranty on the offered scope of supply is conditioned that the buyer has signed a service contract securing that the scope of supply will have a yearly service overhaul.



16. Force majeure

16.1 Solid Wind Power A/S shall never be liable for any loss owing to invasive interruptions due to causes beyond the reasonable control of Solid Wind Power A/S, e.g. acts of war, fire, strike, import restrictions, lockout, blockade, earthquake, acts of God etc.

17. Law and venue

17.1 Any dispute shall be brought before the Danish Arbitration Board for the Construction Industry ("Voldgiftsnævnet for Bygge- og Anlægsvirksomhed).

18. Amendments to the current terms and conditions

Solid Wind Power A/S may freely amend these Terms and Conditions of Sale and Delivery without notice for any future deliveries, and in such case, the amended Terms and Conditions shall be distributed to the buyer.

Skjern, May 2017/UIB

