

**General delivery and service terms of Connected Wind Services Deutschland GmbH (CWS)**

Version: 01/15

**I. General provisions**

1. These general business terms apply to deliveries and services by CWS. Customers' general business terms apply insofar as CWS has expressly agreed to them in writing.  
A contract is concluded on written order confirmation by CWS. The nature and scope of mutual services are governed in the following order of priority:
  - By the provisions of the contract or order
  - By the general delivery and service terms of CWS
2. In the event of a conflict between this version and a foreign-language translation, only the German version is binding.
3. CWS reserves full entitlement as regards ownership and copyright to drawings, cost estimates and other documents. This documentation is to be made accessible to third parties only with prior consent by CWS.

**II. Prices and payment terms**

1. In the absence of a separate agreement, prices apply ex works including shipping charges. Services are charged according to actual time expenditure, unless a fixed price has been agreed. Additional costs arising due to circumstances beyond the control of CWS will be borne by the customer. This applies particularly to unpredictable events such as weather conditions or deficient access paths / floor spaces.
2. VAT in the applicable amount is added to the prices.
3. Unless agreed otherwise, payments are due without deductions to the account of CWS, as follows:
  - a. 50% down-payment upon receipt of order confirmation
  - b. 50% after delivery / completion of servicesInvoices by CWS are payable within 14 calendar days of the invoice date.
4. The customer is entitled to withhold payments or perform offsets on the basis of counterclaims only insofar as such claims are undisputed or legally established.

**III. Reservation of title**

1. CWS reserves ownership of delivered items as well as parts and materials supplied in the scope of service provision until receipt of full payment.
2. The customer may not sell or pledge delivered items, nor transfer them as security. CWS is to be notified immediately in the event of any seizures or similar decrees by third parties.
3. Reservation of title allows CWS to reclaim delivered items only on withdrawal from contract. A request for opening insolvency proceedings entitles CWS to withdrawal.

**IV Delivery period and delays**

1. Delivery periods are determined by agreement between the contract parties. Delivery periods purely constitute non-binding estimates unless a binding deadline has been expressly declared. Compliance with a binding delivery period requires all technical and commercial issues to have been clarified, and the customer to have fulfilled all their obligations in time. If this is not the case or delivery is delayed due to force majeure, the delivery period is extended appropriately. This does not apply to delays for which CWS is responsible.
2. If the customer demonstrably suffers damage due to delayed delivery by CWS in case of binding deadlines, said customer is entitled to demand lump-sum compensation for default. Compensation amounts to 0.5% in all for each full week of delay, but no more than 5% of the value of the part of the total delivery not utilizable on time due to the delay. Further claims arising from delays are determined exclusively according to section VIII of these terms.

**V Customer's obligations to cooperate**

The customer is responsible for ensuring access to the construction site. This applies especially to approach routes, crane floor space with adequate load-bearing capacity, as well as appropriate parking and shoring areas for transport vehicles.

**VI Transfer of risk and acceptance**

1. Risk passes to the customer when the item to be delivered has left the factory. If an acceptance procedure is necessary, it serves to be decisive for transfer of risk.
2. The customer is obliged to acceptance once completion of performance is indicated and any agreed trial operation has been concluded. The customer is obliged to submit notification of deficiency or declaration of acceptance to CWS within 14 days following indication of completion. If no declaration to the contrary is made, acceptance is considered as having taken place. Insignificant deficiencies do not entitle the customer to refusal.

**VII Deficiency claims**

1. Following delivery/acceptance, CWS is liable for deficient delivery or services under exclusion of all the customer's other claims, subject to section VIII, such that CWS has to eliminate the deficiencies. The customer will immediately report any detected faults. Replaced parts will become the property of CWS. CWS will carry the direct costs of rectification / replacement in the case of complaints which prove justified. It will furthermore carry the costs of installation and removal insofar as this has been part of the initial scope of delivery and as this does not constitute a disproportionate burden for CWS.

2. If elimination of a deficiency proves impossible or unviable for CWS, the customer is entitled to reduction and withdrawal in accordance with statutory regulations.
3. Further claims are determined exclusively as per section VIII.
4. Liability does not exist for deficiencies irrelevant to the customer's interests or caused by circumstances attributable to the customer. This applies especially with regard to parts supplied by the customer.
5. In particular, no liability is assumed in the following cases: Faulty installation or commissioning by the customer or third parties, improper maintenance, normal wear and tear, or incorrect use.

#### **VIII Liability**

CWS is liable for damages, whatever the legal reasons for this, only under the following circumstances:

- In case of intent
- In case of gross negligence by organizations or executives
- In case of culpable harm to life, body or health
- in case of fraudulently concealed defects
- Within the scope of responsibility according to the product liability law for personal injury or material damage to privately used objects

In the event of a culpable breach of essential contractual obligations, CWS is also liable for gross negligence by non-managerial employees and slight negligence; in the latter case, liability is limited to damage which is contractually typical and reasonably foreseeable. Further claims for compensation of damage and reimbursement for expenses are excluded.

#### **IX Limitation period**

All claims by the customer, for whatever legal reasons, expire in 12 months. Statutory periods apply to damage claims as per section VIII.

#### **X Governing law and place of jurisdiction**

1. The laws of the Federal Republic of Germany apply exclusively to all legal relations between the customer and CWS.
2. The headquarters of CWS are the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, CWS is entitled to take legal action at the customer's headquarters.