

General purchase terms of Connected Wind Services Deutschland GmbH (CWS)

Version: 01/15

I. General provisions

1. All deliveries are based exclusively on these general purchase terms and any separate contractual agreements. The contractor's general business terms apply only insofar as CWS has expressly agreed to them in writing.
2. These general purchase terms apply only to enterprises, legal persons under public law, and separate estates under public law.
3. CWS reserves full entitlement as regards ownership and copyright to drawings, calculations, design plans and other documents. The documents may be made available to third parties only with the prior approval of CWS, and must be returned unsolicited to CWS after completion of the order.

II. Items of performance, offer

1. Delivery items comprise the products and services described more closely in the order.
2. The contractor may accept orders from CWS only in writing within a period of 2 weeks. Otherwise CWS is no longer bound to the order.
3. By accepting an order, the contractor acknowledges that they have informed themselves about the nature and scope of the performance by inspecting available and provided documentation, papers, drawings and plans.
4. CWS cannot be held liable in the event of any obvious mistakes, typographical errors or incorrect calculations in the submitted documents. The contractor is obliged to notify CWS about any such faults so that the order can be corrected. This also applies in the event of missing documents or drawings.

III. Prices and payment terms

1. In an absence of any other arrangement, the agreed price is a fixed amount which excludes additional demands.
2. VAT in the applicable amount is added to the prices.
3. The payment period following proper invoice issue is 14 days with a discount of 2%, or 60 days with the net amount. Decisive here is receipt of invoice by CWS.
4. CWS possesses offset and retention rights to the statutory extent.

IV. Delivery period and delays

1. The delivery period specified in the order is binding. The contractor is obliged to immediately notify CWS of any occurrence or discovery of circumstances indicating that a delivery deadline cannot be met.
2. Beyond fulfilment, CWS is entitled to demand 0.2% of the total contract price for each day exceeding the deadline, but not more than 10% of the total contract price. This does not exclude assertion of further claims due to delay.

V. Dispatch

1. All performances are to be rendered with free delivery to the point of use for CWS. A delivery note or verifiable proof of performance is needed for each performance item. Unless expressly agreed otherwise, the costs of transport, insurance and packing are included in the price.
2. The contractor is entitled to partial deliveries and partial performance only with the prior consent of CWS.

VI. Transfer of risk and acceptance

1. All performances are formally accepted by CWS and recorded in writing. Ownership of delivered items passes to CWS on arrival at the company premises of CWS or the construction site, insofar as CWS has not previously acquired ownership by separate agreement. Risk passes to CWS once acceptance has taken place. If no acceptance is planned, risk is transferred once the deliveries / performances have been submitted as agreed at the place of fulfilment.

VII. Guarantee and deficiency claims

1. The contractor ensures that their services and products comply with the state-of-the-art as well as the latest regulations and standards, including those concerning hazards, occupational safety and accident prevention, and otherwise do not exhibit any material defects or defective titles.
2. CWS is entitled to statutory claims based on defects, unless agreed otherwise subsequently.
3. CWS may demand, at its own discretion, defect rectification or delivery of a defect-free item as supplementary performance. The supplementary performance takes place in agreement with the contractor, taking into account the operational needs of CWS. In the event of imminent danger, CWS is furthermore entitled to eliminate defects itself at the subcontractor's expense following notification by them.
4. The warranty period is 30 months and begins on transfer of risk.

VIII. Governing law and place of jurisdiction

1. The laws of the Federal Republic of Germany apply exclusively to all legal relations between the contractor and CWS.
2. The headquarters of CWS are the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.