

General Terms and Conditions (GTCs)
of VDE Renewables GmbH
(VDE Renewables GmbH)

Contents

1	Personal and material scope of application	3
2	Contractual basis	4
3	General provisions	4
4	Order placement and settlement	5
5	Testing of technical products	6
5.1	General provisions	
5.2	Product testing	
5.3	Use of test samples	
5.4	Certification	
6	Special inspections, appraisals and tests	8
7	Procedure for complaints	8
8	Warranty	9
9	Restriction of VDE Renewables GmbH's liability for damages	10
10	VDE Renewables GmbH's right to withdraw from the contract	10
11	Contractual penalties	11
12	Miscellaneous	11

1. Personal and material scope of application

These General Terms and Conditions (hereinafter referred to as "GTCs") apply personally to all orders assigned to VDE Renewables GmbH.

These GTCs apply materially – as far as is relevant – to all orders placed with VDE Renewables GmbH, on the basis of which VDE Renewables GmbH provides, inter alia, the following activities:

- Testing of technical products, predominantly electro-technical components, devices, product systems, machines and plant (hereinafter referred to as the "Products").

This includes, inter alia, the following types of tests:

- Safety tests regarding electrical, mechanical, thermal, chemical, toxic, radiological and other hazards
 - Testing of electromagnetic compatibility (EMC) and of the effect of electromagnetic fields (EMF)
 - Energy-efficiency and environmental-protection tests
 - Acoustic and noise-emission measurements
 - Verification of conformity with directives
- Inspections of manufacturing sites
 - Assessments in the development, procurement, production and/or delivery process
 - Document verification
 - Preparation of expert opinions, statements and test reports for information purposes
 - Expertise on standards, other technical regulations and legal requirements
 - Other services, provided that they are related to the contract.

VDE Renewables GmbH will not accept any opposing or supplementary terms and conditions of the customer, even if VDE Renewables GmbH does not expressly object to them.

2. Contractual basis

- 2.1. Insofar as certification services are also commissioned within the framework of the contractual relationship, PM 102 of VDE Testing and Certification Institute GmbH is also applicable, alongside these GTCs.
- 2.2. The code of conduct for the VDE, the Association for Electrical, Electronic & Information Technologies, and for all associated companies applies.

3. General provisions

- 3.1. The basic regulations and procedures under which VDE Renewables GmbH operates guarantee its independence and impartiality, and are not discriminatory. The applied normative or legal regulations are publically accessible. VDE Renewables GmbH shall notify the customer of any changes to the GTCs.
- 3.2. The actual scope of the services to be provided by VDE Renewables GmbH results from the agreements between the parties. They do not result in any protective measures in favour of third parties. VDE Renewables GmbH is not obliged to report on circumstances beyond the scope of the services provided. The services to be provided by VDE Renewables GmbH do not include the services provided by the customer itself (e.g. independent sampling of test specimens).
- 3.3. VDE Renewables GmbH reserves the right to reject tests done according to non-standardised test procedures which cannot be expected to give an objective result or which are of little validity, unless the VDE Renewables GmbH has expressly agreed to such testing within the framework of contract assignment.
- 3.4. The subcontracting of tests, in whole or in part, is possible.
- 3.5. The information obtained within the scope of the activity will be treated confidentially by VDE Renewables GmbH. However, disclosure is permissible, for example to authorities and accreditation bodies, insofar as the purpose of the contract or the accreditation rules require this or if it serves to fulfil legal obligations. The customer agrees that VDE Renewables GmbH will disseminate such information and, if necessary, grant access to authorities and accreditation bodies. In the same way, disclosure to subcontractors may occur, though they must first be obligated to ensure confidentiality.
- 3.6. If VDE Renewables GmbH provides documentation to the customer, these documents remain the property of VDE Renewables GmbH. The customer undertakes to treat these documents confidentially and not to pass them on to third parties without the consent of VDE Renewables GmbH. The customer shall release these documents upon request to VDE Renewables GmbH and destroy any duplicates.

- 3.7. The customer may only submit to third parties the test reports, expert opinions and similar third parties received from VDE Renewables GmbH if they are in full, include their preliminary remarks and state the date of issue.
- 3.8. VDE Renewables GmbH is entitled to provide third parties with information regarding the validity of certification.
- 3.9. If there is a substantial deterioration in the assets of the customer which jeopardises VDE Renewables GmbH's claims, or if the customer discontinues its services or requisite cooperation, VDE Renewables GmbH is entitled at its discretion to terminate the provision of its services and to withdraw from that part of the order not yet completed, without being obligated to pay damages – or to demand security or advance payment or cash payment on a delivery-versus-payment basis.
- 3.10. The customer accepts the electronic storage of its documents and data on VDE Renewables GmbH's data-processing systems.

4. Order placement and settlement

- 4.1. The order shall be placed in writing by the customer. VDE Renewables GmbH may accept the order within 3 weeks. The customer is committed with regard to its order-placement for this period.
- 4.2. Upon placement of the order, the customer must provide VDE Renewables GmbH with all the documents and information necessary for the execution of the order. The customer must do this immediately after VDE Renewables GmbH's acceptance of the order. The customer is responsible for the completeness of the documents and information. The incomplete or non-timely availability of the documents and information necessary for the execution of the order may affect the punctuality or quality of the order execution or make the execution of the order impossible.
- 4.3. The receipt of the agreed advance payment is a prerequisite for the provision of the contracted services. Partial invoices may also be submitted according to the services already rendered.
- 4.4. Foreign taxes and duties of any kind shall be determined, borne and paid in situ by the customer, provided that a duty to deduct tax is provided for under foreign law. This will not reduce the amount to be paid to VDE Renewables GmbH.
- 4.5. Invoices are payable without deduction upon receipt of the invoice. A right of retention and a right of the customer to offset are excluded, unless the right of retention or the offsetting claim of the client is undisputed or legally established. In the event of default, statutory interest shall be due on the arrears.
- 4.6. The customer is entitled to the results of the commissioned service only after the final invoice has been settled.
- 4.7. The customer is liable for the correct determination and payment of foreign taxes and must indemnify VDE Renewables GmbH against all damages

which result from VDE Renewables GmbH's failure to fulfil tax obligations of the payment debtor, upon the first request to do so.

5. Testing of technical products

5.1. General provisions

- 5.1.1. Company names, trademarks or other business names on Products or with regard to the Products (hereafter referred to as the "Origin Mark") must comply with the legal requirements. In particular, the customer must be in possession of the necessary rights to the Product presented and of the Origin Mark.
- 5.1.2. The customer will send the requested test samples together with the supporting documents at its expense to the address specified. The test samples must indicate the details of the customer and the VDE Renewables GmbH reference. The packaging must be suitable for repeated transportation purposes.
- 5.1.3. The order for product certification shall be accompanied by the image of the Origin Mark for registration. Alterations or additions to the Origin Mark used on the Product require the prior approval of VDE Testing and Certification Institute GmbH.
- 5.1.4. The customer must indicate where the production sites for the respective Product are located.
- 5.1.5. The customer shall demonstrate that the production sites for the Products to be tested are technically set up and managed in such a way as to ensure uniform production in accordance with the certified design and that suitable equipment for checking the Products for compliance with the test requirements is available. The customer is obliged to carry out continuous checks and to carry out the tests required by VDE Testing and Certification Institute GmbH on the basis of the test specifications, at the customer's premises, and to prove this by submitting the relevant records.

5.2. Product testing

- 5.2.1. Test samples are tested according to currently valid normative requirements (usually on the basis of VDE Renewables GmbH rules and standards) and according to other technical regulations, guidelines and legal requirements. If no relevant technical regulations are laid down, VDE Renewables GmbH will determine the applicable test basis, taking into account generally accepted rules of technology, and will inform the customer thereof before the start of the test.
- 5.2.2. In the case of tests for obtaining a VDE certification mark, a register number or a certificate (e.g. EC type-examination certificate), a determination is made as to whether a Product meets the relevant requirements.
- 5.2.3. The customer is aware that test samples need to be or may be damaged as a result of the tests. VDE Renewables GmbH is only liable for any damage to the test samples in accordance with Section 8.
- 5.2.4. In the case of a modification of a production site with an existing certificate (relocation or extension), an identity test is carried out on a Product sample from the new production site at the expense of the customer, to determine compliance with the originally certified Product design.
- 5.2.5. Tests executed for the preparation of an expert opinion, a statement or a test report for the purpose of providing the customer with information may also be drawn up, according to test procedures or test conditions specified by the customer itself.

5.3. Use of test samples

- 5.3.1 VDE Renewables GmbH has the right to retain samples by way of proof of the identity of the sample submitted for examination, or to send them to the customer for storage at the latter's expense.
- 5.3.2. VDE Renewables GmbH shall dispose of any test samples no longer required at the expense of the customer. At the request of the customer, these may be returned at the latter's risk and expense.

5.4. Certification

If VDE Renewables GmbH is entrusted with certification services, a contract will also be concluded between the customer and VDE Testing and Certification Institute GmbH.

6. Special inspections, appraisals and tests

- 6.1. In addition to the aforementioned procedures, VDE Renewables GmbH offers inspections and conformity assessments in the context of appraisals and product tests in preparatory and ongoing production and delivery processes, in order to verify product and process characteristics for the customer.
- 6.2. This service may be used for all Products. The content and scope of the tests are agreed with the customer beforehand in this respect. Within the scope of this service, the Products may be inspected for properties agreed between the recipient and manufacturer/supplier, such as safety aspects, functionality, packaging, processing, completeness or the like. Products which are not within the sample quantity are not the subject of the agreed scope of services.

7. Procedure for complaints

- 7.1. Differences of opinion or disputes between the customer and VDE Renewables GmbH may be dealt with firstly by a complaints committee with the aim of reaching an amicable agreement, provided both parties agree.
- The complaints committee may be requested by either party within a period of four weeks after receipt of the notification from the other party. If the other party agrees to a complaints procedure within two weeks, the complaints committee shall meet within a further three weeks. It will consist of:
- one or two persons to be appointed by the customer,
 - one or two persons to be appointed by the VDE Renewables GmbH,
- 7.2. Until the conclusion of this procedure, legal recourse shall be excluded. This shall not apply to provisional (interim) remedies. The competent court shall decide on such matters.
- 7.3. The complaints committee shall attempt – with due diligence – to reach an amicable agreement between the parties.
- 7.4. Any agreement reached is to be minuted and signed by the parties. The effectiveness of any necessary remedial measures is to be checked and the measures documented.
- 7.5. If an agreement is not possible within a period of six weeks from the first meeting of the committee, each party is entitled to commence ordinary legal proceedings.

8. Warranty

- 8.1. VDE Renewables GmbH does not warrant – neither vis-à-vis the customer, nor vis-à-vis third parties – that the test object, e.g. the tested Product or result or the tested production site or the tested management system, is fault-free or suitable for use.
- 8.2. VDE Renewables GmbH undertakes no warranty that the services of VDE Renewables GmbH are suitable for the purposes of the customer.
- 8.3. If, by law or by agreement, warranty rights and warranty claims of the customer come into consideration, the following rules apply:
- VDE Renewables GmbH's warranty is initially limited to supplementary performance within a reasonable period. If supplementary performance fails, if it becomes impossible, if it is unacceptable to the customer, refused without authority by VDE Renewables GmbH, or is unduly delayed, then the customer is entitled at its discretion to demand a discount on the remuneration or to withdraw from the contract.
 - The warranty period is one year from the transfer of risk. The transfer of risk takes place upon completed service provision and upon notification of the performance of the assigned service by VDE Renewables GmbH.

Insofar as VDE Renewables GmbH, in accordance with Section 8, owes compensation on the basis of warranty, the warranty period is determined according to the legal regulations.

9. Restriction of VDE Renewables GmbH's liability for damages

- 9.1. Insofar as VDE Renewables GmbH, its legal representatives, employees or vicarious agents violate a contractual or statutory obligation intentionally or through gross negligence, VDE Renewables GmbH shall be liable for the resulting damage to the customer according to the statutory provisions.
- 9.2. Insofar as VDE Renewables GmbH, its legal representatives, employees or agents breach a contractual or legal obligation in a simply negligent manner, then claims for damages by the customer against VDE Renewables GmbH, of whatever nature and for whatever legal reason, are excluded, unless it is a simply negligent breach of an essential contractual obligation. In this case, the liability amount shall be limited to the respective net value of the individual order from which the liability results. An essential contractual obligation in this sense is one whereby its fulfilment renders the contract possible in the first case and whereby the customer generally relies (or can generally rely) on compliance with it.
- 9.3. The foregoing exclusion of liability or limitation of liability shall not apply in the event of culpable injury to life, limb or health.
- 9.4. The statutory burden of proof shall remain unaffected by the above provisions.
- 9.5. The above provisions apply in the same manner with regard to the personal liability of the legal representatives, employees or vicarious agents of VDE Renewables GmbH.

10. VDE Renewables GmbH's right to withdraw from the contract

VDE Renewables GmbH is entitled to withdraw from the contract in the relevant legal cases as well as in the following cases, without the customer being able to claim damages:

- In the case of impossibility – to be ascertained subsequently
- Force majeure
- Strike
- Natural disasters

11. Contractual penalties

VDE Renewables GmbH is entitled to demand a contractual penalty of up to € 100,000.00 for each infringement committed against these General Terms and Conditions by the customer, unless the customer is not responsible for the breach of obligation. The amount of the contractual penalty will be determined by VDE Renewables GmbH according to the severity of the infringement. The contracting authority is entitled to have the amount of the contractual penalty reviewed in the context of the appeal proceedings pursuant to Section 6, or by the competent court.

The total amount of the contractual penalties is limited to € 300,000.00 per calendar year. The possibility of asserting any further damage remains unaffected. The contractual penalty is calculated on top of any compensation for damages.

12. Miscellaneous

The law of the Federal Republic of Germany applies, to the exclusion of the United Nations Convention on the International Sale of Goods (CISG).

The place of jurisdiction is Frankfurt am Main, if the customer is a merchant, a legal entity under public law or a special fund under public law.

Should any provision of these regulations be invalid or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by one which achieves the purpose of the relevant regulation in the same or in an at least similar manner.

The GTCs become effective on 1 November 2016.