

The logo for STEELROOTS® is displayed in a black rectangular box. The word "STEEL" is in yellow, "ROOTS" is in blue, and the registered trademark symbol (®) is in blue.The logo for STEELROOTS® is displayed in a black rectangular box. The word "STEEL" is in yellow, "ROOTS" is in blue, and the registered trademark symbol (®) is in blue.

# General Terms and Conditions of Delivery and Payment

## § 1 Scope of application

1. The following terms and conditions apply to all services provided by us. The terms and conditions shall extend to all future purchase and delivery contracts with the customer even without express agreement.
2. Any agreement deviating from our terms and conditions requires our written confirmation.
3. The customer waives the right to assert its own terms and conditions; these shall not become part of the contract including not through non-response.

## § 2 Offer, content of the contract

1. Our price information is non-binding and subject to change unless a specific period of validity has been agreed. It shall merely constitute an invitation to the customer to submit an offer. It shall always be subject to the local soil conditions, in particular the resulting soil properties, the loads, the structure's static requirements, the wind zone and other local conditions that are important for the stability of the structure.
2. Contractual relations shall only be established by our written order confirmation, which specifies the content of the contract.
3. Deviations from agreements made in writing must be made in writing.

## § 3 Prices, payment terms

1. Our prices do not include the VAT rate applicable at the time of conclusion of contract. Only the prices and agreements contained in our written order confirmation shall be authoritative.
2. If the ordered goods are delivered later than one month after conclusion of contract, we shall be entitled to adjust the price of the originally agreed price if price changes are based on changes in price-forming factors (e.g. collective wage agreements, raw material or energy costs, tolls, costs for auxiliary and operating materials) that arose after conclusion of contract; in this case, Section 315 BB (German Civil Code) shall be deemed agreed with regard to determining the increased price. A price increase shall be considered and a price reduction shall be made if, for example, the costs for the procurement of raw materials and/or energy, including for the transport of our goods, increase or decrease or other changes in the energy industry or legal framework conditions lead to a changed cost situation. Increases in one type of cost, e.g. energy procurement costs, may only be used for a price increase to the extent that they are not offset by any declining costs in other areas. The same shall apply mutatis mutandis to cost reductions. When exercising our reasonable discretion, we will select the respective time of a price change in such a way that cost reductions are not taken into account according to standards that are less favourable for the customer than cost increases, i.e. cost reductions will have at least the same effect on prices as cost increases.
3. If we undertake to deliver the goods free to construction site by virtue of an individual written agreement, the agreed price for delivery free to construction site shall include delivery in fully loaded lorries. Unloading shall, in principle, only take place at one unloading point; the delivery of partial quantities at different unloading points or the use of solo or multiple vehicles shall not be included in the delivery price unless expressly agreed in writing. The delivery price includes a waiting/unloading time at the construction site of max. 30 minutes; times exceeding this may be invoiced to the customer separately according to expenditure.
4. Invoices are payable as agreed within a period of 8 calendar days from the invoice date without deduction.
5. If the payment date pursuant to § 3 clause 4 is exceeded, the customer shall be in default; receipt of the payment on one of our business accounts shall be decisive for this. In the event of default, all outstanding claims against the customer at that time shall become due for payment immediately.

6. In the event of payment default by the customer, we shall have the right, subject to further claims, to withdraw from the contract and to repossess the goods delivered under reservation of title. To realize this claim, the customer undertakes to provide us with the necessary information about the location of the goods; at the same time, the customer grants us the irrevocable right to enter its premises and the relevant areas in order to collect our goods.
7. In case of withdrawal according to 6. and in case the customer should withdraw from the contract without justification, the customer is obligated to compensate for the resulting damage; the amount of this claim for damages shall be 25% of the order sum. The customer has the right to prove that no damage has been incurred or that the damage is lower than the lump sum according to sentence 1. At the same time, we reserve the right to claim higher damages.
8. The customer may only offset a counterclaim or assert a right of retention if its claim is undisputed or has been established as final and absolute by a court of law.
9. We are not obligated to accept cheques or bills of exchange; the acceptance of bills of exchange or cheques shall in no case imply the deferral of our claim. Bills of exchange charges shall be borne by the customer; bills of exchange shall only be accepted on account of performance.
10. Payments to persons acting on our behalf may only be made upon presentation of an express power of collection signed by the management.
11. If we have several claims against the customer, we may determine the offsetting of incoming payments.

#### **§ 4 Delivery, delivery dates**

1. Delivery shall be understood to be from the registered office of our company. We shall always be entitled to make partial deliveries.
2. Should we agree by individual contract to deliver to the place of delivery specified by the customer, the risk shall pass to the customer as soon as the goods leave our company. In the event of delays in dispatch for which the customer is responsible, the risk shall already pass to the customer upon notification of readiness for dispatch.
3. If delivery free construction site has been agreed in an individual contract, we reserve the right to choose the type of shipment, unless a specific type of shipment has been expressly agreed in writing.
  - 3.1 In the case of agreed delivery free to construction site/destination, risk-free access routes, sufficient storage areas and immediate unloading by the customer are assumed. If access to the unloading point is not possible or reasonable for any reason, unloading shall take place as agreed at the point that the delivery vehicle can reach unhindered.
  - 3.2 The costs arising from the unloading (e.g. for crane provision) shall be borne by the customer as agreed. For the unloading of the goods, the customer shall, if necessary, immediately provide auxiliary personnel to the extent required.
4. The dates and deadlines stated by us are always non-binding, unless expressly agreed otherwise in writing.
5. Should we agree by individual agreement to comply with certain delivery periods, this delivery period shall be automatically extended by the period of a temporary impediment to performance for which we are not responsible. The customer may only withdraw from the contract if, after expiry of the period, which may have been extended, it grants us a reasonable grace period in writing and at the same time threatens to refuse acceptance of performance after expiry of the grace period. In this case, the customer's right of withdrawal shall extend to that part of the contractually owed services that had not yet been notified by us as ready for dispatch by the expiry of any grace period set; only if the partial services provided are of no interest to the customer shall the customer be entitled to withdraw from the entire contract.
6. If the customer is an entrepreneur within the meaning of Section 310 BGB, claims for damages by the customer due to delay or impossibility, also in the form of contractual penalties, shall be excluded unless we or our vicarious agents are guilty of intent or gross negligence.

## § 5 Security rights

1. Until all claims to which we are entitled against the customer now or in the future for any legal reason have been satisfied, we shall be granted the securities listed in the following clauses, which we shall release on request at our discretion insofar as their value exceeds the claims by more than 20%.
2. The goods delivered by us shall remain our property (reserved goods) until full payment. The customer shall be entitled to process and sell the reserved goods in the ordinary course of business. A proper business transaction within the meaning of these terms and conditions shall not be deemed to exist if, in the case of disposals by the customer or in the case of its other disposals or actions in favour of third parties, the assignability of its claims to third parties is excluded. Pledging or transfer by way of security of the reserved goods is not permitted.
3. The customer's acquisition of ownership of the reserved goods in the event of processing or transformation is excluded. Processing or transformation shall always be carried out for us as manufacturer, but without any obligation for us.
4. In the event that the goods subject to retention of title are combined or mixed with other movable objects in such a way that they become essential components of a single object, we shall become co-owners of this object. Our share shall be determined by the value ratio of the items at the time of combination or mixing. However, if the reserved goods are to be regarded as the main item, we shall acquire sole ownership. In the event that the goods subject to retention of title are combined with a building, a claim of the customer to the creation of a security mortgage of the building contractor on the building plot of its customer shall be assigned to us in the amount of the part corresponding to the value of the goods subject to retention of title.
5. The customer hereby assigns to us by way of security any claims arising from the resale/processing or any other legal ground with regard to the reserved goods in the amount of the purchase price of the reserved goods. The customer is authorized to collect these claims on our behalf. The authorization to collect shall lapse if the customer does not duly meet its payment obligations towards us. In this case, we shall be entitled to disclose the assignments to the third-party debtor.
6. In the case of deliveries in construction projects for which, in the relationship between the customer and the client, partial assignment is only permitted with the prior consent of the client, but such consent has not been obtained or partial assignment is generally excluded, the following shall apply in deviation from clause 5:

Irrespective of the amount of the purchase price of the reserved goods, the assignment shall relate to the entire claims to which the customer is entitled from the construction project for the fulfilment of which the customer has disposed of the reserved goods. Payments made by the third-party debtor to us shall be transferred by us to the customer without delay as soon as our claim for payment of the purchase price and any ancillary claims have been settled. The customer may assign this claim against us. If the third-party debtor grants us advance payments and if the claim assigned to us exceeds our claim for payment of the purchase price by more than 20%, we undertake to transfer the incoming amounts to the customer without delay.

7. The customer is obligated to provide us with the information necessary to assert our claims and other claims without delay and at its own expense and to hand over the documents of evidence insofar as they are in the customer's possession. The obligation shall apply accordingly in the event of execution against items, claims and other property rights belonging to us: The customer shall notify us immediately of the execution; it shall also notify the execution creditor in writing of our rights. In addition to the aforementioned obligations to provide information and submit documentary evidence, the customer is obligated to notify the third-party debtors of the assignment jointly with us in writing.

## § 6 Copyrights and non-disclosure clause

1. We reserve all property rights and copyrights without restriction and in full to all documents prepared by us in connection with the initiation up to the execution and realization of the project, such as cost estimates, drawings, documents, illustrations, static calculations, etc., as well as to all other documents prepared by us or used for preparation, as well as to forms, samples, models, profiles and other objects provided to us.
2. All of the aforementioned documents and items, as well as items produced thereafter, may only be made accessible to third parties, i.e. persons who are not contracting parties, exploited by the contracting party for itself or for third parties or used for purposes other than contractual purposes with our express prior written consent.

3. For each breach of the obligation to disclose to third parties, the buyer is obligated to compensate the resulting damage. For each case of culpable violation of the ownership and copyright clause, in particular in the case of a violation of the obligation not to disseminate or not to use for purposes other than contractual purposes on the part of the customer, a contractual penalty in the amount of €50,000.00 shall be forfeited to the exclusion of the continuation connection.
4. Unless expressly agreed otherwise in writing, our information submitted in connection with orders shall be deemed confidential.

## **§ 7 Design change**

We reserve the right to make design changes at any time, in particular if this corresponds to a newer state of the art. However, we shall not be obligated to make such changes, including to products already delivered.

## **§ 8 Notification of defects, warranty**

1. SteelRoots, drilled foundations and other concrete-free foundations of any kind shall be constructed exclusively in accordance with the structural specifications and/or specified loads provided to us. For SteelRoots or other concrete-free foundations of any kind manufactured according to these customer specifications, the warranty shall be limited to the respective defect-free manufacturing process of the elements manufactured by us.
2. In the case of deliveries of SteelRoots, drilled foundations, other foundations without concrete and masts, the quality of the subject matter of the contract shall comply with the applicable official and relevant technical rules, regulations and standards, insofar as these are mandatory. Unless otherwise agreed in individual cases, we are not obligated to make deliveries from specific plants. If rework of any kind is required on the delivered SteelRoots, drilled foundations, other concrete-free foundations or masts, this work will be carried out exclusively by us. We shall not be liable for any rework carried out by the customer or third parties on the SteelRoots, drilled foundations, other concrete-free foundations or masts supplied by us without our express consent.
3. Other complaints regarding defects in the goods must be received by us in writing and specified no later than one week after acceptance of the goods unless they are hidden defects. All claims for material defects shall be excluded upon expiry of period to notify defects.
4. Negotiations on notices of defects do not waive the objection of late or otherwise insufficient notice of defects. The recognition of claims for defects requires that we are given the opportunity to inspect the unchanged goods.
5. The quality of the goods delivered by us shall comply with the general technical regulations and – if such exist – additional technical regulations with the tolerances contained therein. Details in our respectively valid descriptions only represent descriptions of the delivery item, but no assurances of properties.
6. If the customer is an entrepreneur within the meaning of Section 310 BGB, the limitation period applicable to the customer for claims based on defectiveness of the delivered goods shall be reduced to one year in deviation from Section 438 para. 3 BGB.
7. In the event of a timely and justified notice of defects, we shall, at our discretion, provide warranty by repair or replacement delivery; in both cases, we shall bear the necessary transport costs to the customer's registered office, provided this is in Germany. The right to withdraw from the contract or reduce the remuneration shall only accrue to the customer if the rectification of defects or replacement delivery has been unsuccessful twice.
8. If, in individual cases, we have also undertaken to provide services under a contract for work and services, such as planning services and/or construction services, the warranty for these services shall commence no later than one month after commissioning of the system. Rights in respect of defects in this respect shall be limited in principle to claims for subsequent performance pursuant to Section 635 BGB. Only after two unsuccessful attempts to remedy the defect shall the customer be entitled to the further rights under Section 634 BGB.
9. If the customer is an entrepreneur in the sense of Section 310 BGB, we shall not be liable for consequential damage caused by a defect unless the item delivered by us lacks a property warranted in writing and this warranty was intended to protect against consequential damage caused by a defect of the type that actually occurred or we or one of our vicarious agents can be accused of gross negligence.



## § 9 Other claims for damages, limitation of liability

1. Under no circumstances shall we be liable for the use in breach of contract of our delivered SteelRoots, drilled foundations, other concrete-free foundations as well as masts. Use contrary to the terms of the contract shall be deemed to have occurred in particular if static assumptions are not observed during installation/assembly. These can be, for example, unachieved soil parameters, other weight restrictions, wind loads, snow loads or similar.
2. Claims of the customer for damages are excluded. Excluded from this are damages resulting from injury to life, limb or health for which we are responsible and for other damages based on an intentional or grossly negligent breach of duty by our company or one of our vicarious agents.
3. Insofar as we are liable for cause on the basis of statutory or the above provisions, our liability shall be limited in amount to the typical damages foreseeable by both parties at the time of conclusion of contract. This limitation of liability in terms of amount shall also apply as agreed if and insofar as the limitation of liability agreed in clause 1. should be ineffective for cause in whole or in part.
4. The amount of any damages to be paid shall in any case be limited to 25% of the contract value, but not more than the insurance payment under our existing business/professional liability insurance. Accordingly, the maximum compensation for personal injury and property damage is generally €3 million per insured event. For steel foundations for wind turbines, the insurance coverage deviates from this and amounts to a maximum of €1 million for personal injury and property damage.

The sum insured for personal injury and property damage together amounts to a lump sum of €10 million per insured event.

5. The limitations of liability according to clauses 1. and 2. extend, as agreed, to our vicarious agents and to all other persons engaged by us for the processing of the order. Does this also apply to a limited liability company that performs installation and assembly work for us as a subcontractor?

## §10 Concluding provisions

1. The place of performance shall be our registered office. The place of jurisdiction for all disputes arising in connection with the contractual relationship shall be the court having local jurisdiction for our company's registered office; this shall also apply to proceedings involving documents, cheques and bills of exchange.
2. German law shall apply exclusively to all contractual relations with the customer; the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded in any case. These provisions shall also apply if the customer has its registered office abroad.
3. These General Terms and Conditions are also available in English translation. Insofar as the contractual negotiations are conducted in English, German law shall nevertheless apply exclusively and, in case of doubt, the German text of these General Terms and Conditions shall prevail.
4. Should one or more provisions of our Terms and Conditions of Delivery and Payment be or become invalid, this shall not affect the validity of the remaining provisions. In this case, the invalid clause shall instead be replaced by a valid clause that comes as close as possible to the economic intention at the time of the conclusion of contract.
5. The data from this contractual relationship will be stored and used in accordance with Section 28 BDSG (German Federal Data Protection Act).