

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

of Nordex B.V., with its registered office in and business address at the Herenweg 133 (2105 MG) Heemstede, hereinafter referred to as: "Nordex", registered with the Chamber of Commerce in Haarlem under number 34056643. In these general terms and conditions of sale, delivery and payment, the following definitions apply:

General Terms And Conditions: the present general terms and conditions. These General Terms and Conditions are filed with the court registry of the court in Haarlem under number 19/11.

Purchaser: the natural or legal entity which with Nordex enters into an agreement with or intends to enter into an agreement with.

Nordex: the private limited company with its registered office and business address in Heemstede (2105 MG) at the address of Herenweg 133, registered with the Chamber of Commerce under number 34056643.

Items: all items delivered and to be delivered by Nordex to Purchaser under an Agreement.

Offer: every written offer to conclude an Agreement made by Nordex to Purchaser.

Order: any order placed by Purchaser for the delivery of Items, either oral, per email, per (mobile) telephone (service), fax or letter.

Agreement: any Agreement which is concluded between Nordex and Purchaser, including any alterations or additions to said agreement.

Parties: refers to Nordex and Purchaser jointly.

Article 1: Applicable General Terms and Conditions

- 1.1 These General Terms and Conditions apply to Agreements concluded by Nordex with Purchaser, their realization and any further Offers submitted by Nordex. These General Terms and Conditions also apply to all Items which are delivered to a third party on behalf of Nordex.
- 1.2 Deviation from these General Terms and Conditions will only be valid to the extent to which this is agreed on by Nordex and Purchaser in writing.
- 1.3 The applicability of any general terms and conditions at the side of Purchaser is explicitly rejected.
- 1.4 Should Nordex not require strict observance of these General Terms and Conditions, this does not entail that its provisions are in any way not applicable, or that Nordex in any way forfeits its right to demand strict observance of the provisions in these General Terms and Conditions in any other situation.
- 1.5 Should Nordex deviate from these General Terms and Conditions in one or more Agreements with Purchaser, this deviation does not apply to any previous or future Agreements between Nordex and the Purchaser.

Article 2: Offer / Agreement

- 2.1 All Offers submitted by Nordex are without obligation and may be withdrawn at any time, also when they contain a period for acceptance. Should the Offer not contain a period for acceptance, the Offer automatically lapses after 8 days.
- 2.2 An Agreement will be considered effective when Nordex confirms the Order in writing, or when Nordex commences the performance of the Order. Nordex is entitled to refuse an Offer at all times.

- 2.3 Without prejudice to the provisions in article 4.3, any alterations to the Agreement are only valid after they were agreed on by Nordex and Purchaser in writing.
- 2.4 Cancellation of the Agreements concluded with Nordex by Purchaser is only possible by means of a written notification to Nordex and payment of the full invoice amount to Nordex.
- 2.5 Any documents which are part of the Offer including price lists, brochures, catalogues, leaflets and such, were made with the utmost care but are without obligation. These are only used to provide details to the Purchaser and shall not bind Nordex in any way. The aforementioned materials are and remain Nordex' (intellectual) property.
- 2.6 Nordex cannot be held to its Offer in case Purchaser can reasonably assume that the Offer, or part thereof, includes an obvious error or typo.

Article 3: Delivery

- 3.1 The delivery period of the Items to be delivered to Purchaser by Nordex will commence on the day on which the Agreement becomes effective or on the day on which the agreed on down payment is paid in full and the information Purchaser is required to provide for the performance of the Agreement has been received, whichever is later.
- 3.2 Any delivery periods stated by Nordex are target dates, have an indicative nature and shall never be considered final deadlines, unless otherwise explicitly agreed on in writing. Nordex shall endeavour to observe the delivery times where possible, but the mere exceeding of the delivery time shall not constitute a failure in the performance. Purchaser may not terminate the Agreement with Nordex because of the lapse of this period.
- 3.3 In case of late delivery, Purchaser will give notice of default to Nordex in writing whereupon Nordex is granted a period of at least 14 calendar days in which it must fulfil its obligation to deliver unless reasonableness and fairness justify a longer term under the circumstances.
- 3.4 Nordex is never obligated to reimburse any damages, in the event that Nordex is, for whatever reason, in default with respect to the timely and/or correct and/or full transfer of the Items, unless in specific events otherwise agreed on or unless the Purchaser proves Nordex' intent or gross negligence.
- 3.5 Unless otherwise agreed on in writing, any transaction between Purchaser and Nordex with an invoice amount of at least EUR 1,000, - excluding VAT, will include delivery carriage to the delivery address of Purchaser. Nordex reserves the right to charge a contribution to the delivery fees to be determined by Nordex for transactions with an invoice amount of less than EUR 1,000, - excluding VAT. Furthermore, Nordex reserves the right to charge freight charges to Purchaser should the Items be shipped with urgent dispatch at the request of the Purchaser.
- 3.6 The risk attached to the Items shall transfer to Purchaser at the time Purchaser signs for the receipt of the Items.
- 3.7 Nordex is authorized to make partial deliveries. Each partial delivery shall be considered a separate delivery and all applicable legal effects shall apply.
- 3.8 The Purchaser must take immediate possession at the time of delivery.
- 3.9 Should, for whatever reason, Purchaser not be able to take possession of the Items ready for shipping at the agreed on time, Nordex shall – provided that its storage capacity allows this – store the Items for Purchaser at Purchaser's request. The storage costs are at the expense of the Purchaser and will be calculated from the time that the Items are ready for shipping, or, at the delivery time agreed on between Parties, whichever is later.
- 3.10 All designs, printing plates etc. made at the request of Purchaser or on the instruction of Nordex, even when these have been fully or partially charged to Purchaser, shall remain the (intellectual) property of Nordex. The costs of designs, printing plates and the like, made for the purpose of an Offer requested by Purchaser may be charged to Purchaser.
- 3.11 For any Items delivered by Nordex deviations to the agreed on specifications are permitted in accordance with the provisions of the "General Trade Rules for Sale of Paper and Paperboard" of the Scandinavian Papermakers Association in Stockholm. Nordex will send Purchaser a copy of these terms on request.
- 3.12 Small deviations in the quantity of the delivered Items – that is to say deviations of less than 10% of the agreed on quantity - will not constitute failure in the performance on the part of Nordex. Invoicing will be based on the actual quantity delivered.
- 3.13 Should the Purchaser refuse to take possession of the Items, the Purchaser will be default immediately and all claims Nordex has on the Purchaser become immediately due and payable and Nordex shall be entitled to deliver the Items by means of a written notification, in which case Nordex is entitled to store the Items with a third party from the moment of written notification,

such at the expense and risk, which include the risk of loss of quality of the Items, of the Purchaser.

- 3.14 Should Nordex in which way suffer damages or incur costs resulting from the fact that the Purchaser refuses to take possession of the Items, Purchaser shall be liable for these damages and/or costs.

Article 4: Prices and Payment

- 4.1 All prices listed by Nordex in Offers and Agreements are exclusive of VAT, import duties, freight fees and other government levies and also exclusive of any other costs pertaining to the Agreement, unless otherwise agreed explicitly and in writing. These levies and costs may be charged to Purchaser by Nordex separately. All prices listed by Nordex are based on pricing factors relevant at the time of the Offer.
- 4.2 The prices listed by Nordex are based on the cost price factors as they were on the date of the Offer as sent by Nordex and in the absence thereof the Order of Purchaser.
- 4.3 Should one of the cost price factors (including for instance, but not limited to, raw material prices, purchase prices, labour costs, tax rates, import and export duties or exchange rate fluctuations) of an item change in the period between the date referred to in article 4.2 and the date of delivery, Nordex is entitled to adjust the agreed on prices. Furthermore, Nordex is always authorized to adjust the prices should a statutory pricing factor give rise to such an adjustment.
- 4.4 When making Offers, Nordex assumes that it will be able to carry out its duties under normal and usual circumstances. In the event that special circumstances arise as a result of which Nordex incurs subsequent costs, Nordex shall notify the Purchaser and Nordex shall be entitled to charge these subsequent costs to the Purchaser.
- 4.5 Unless otherwise agreed on in writing, payment should be made by Purchaser within 30 (thirty) calendar days upon the invoice date.
- 4.6 Unless otherwise agreed on in writing, payment will only be considered to have been made when Nordex' bank account has been credited or in the event of through a cash payment per the date on the receipt.
- 4.7 In the event that the Purchaser is in default with any payment obligation or should Nordex desire this, Nordex shall be entitled, in derogation of the agreed on a payment arrangement, to demand full or partial payment in advance or a security for the payment obligations from the Purchaser after the Agreement was concluded. The Purchaser shall adhere to Nordex' request immediately.
- 4.8 Should the Purchaser have objections to the invoice it receives, Purchaser should make these objections known to Nordex in writing no later than within one month after the invoice date, in the absence of such an objection the invoice shall be considered correct.
- 4.9 As soon as the period of time referred to in article 4.8 has lapsed, Purchaser shall be in default, without a previous notice of default or warning being required.
- 4.10 Should the Purchaser be in default, it owes a contractual interest of 2% per month or part of a month on the amount it owes, unless the statutory (commercial) interest rate is higher, in which case the statutory (commercial) interest rate applies. The interest on the due and payable amount shall be calculated from the moment that Purchaser is in default to the moment the full amount is settled.
- 4.11 Purchaser shall, in derogation of article 6:96 paragraph 5 of the Dutch Civil Code and also in derogation of the Extrajudicial Collection Costs (Fees) Decree, also pay any extrajudicial collection costs, which are fixed at an amount of 15% of the total principal due with a minimum of € 40, for any invoice not paid in full. Should the actual costs exceed this, and Nordex prove that exceeding extrajudicial costs are fair, the actual costs incurred shall be at the expense of the Purchaser.
- 4.12 Payments by Purchaser apply firstly to settle the (extrajudicial collection) costs, then the interest that has fallen due and finally the principal of the oldest invoices, even when Purchaser indicates that a payment applies to a later invoice. Nordex can, without being in default, as a result, refuse an offer of payment, if the Purchaser indicates an alternative sequence of settling debts. Nordex may refuse full payment of the principal, should this not also include the interest that has fallen due as well as the collection costs.
- 4.13 In addition to the provisions in the previous paragraphs of this article, Nordex is entitled to claim full damages from Purchaser in the event that Purchaser does not fulfil its obligations arising from the agreement.

- 4.14 Purchaser is never entitled to suspend its obligations towards Nordex and/or settle any claim on Nordex with its own claim on Nordex. Any objections to the invoice amount or in regard to the delivered Items (claim) are never cause for Purchaser to suspend and/or settle its payments.

Article 5: Retention of Title

- 5.1 The title of the Items delivered by Nordex to Purchaser only transfers to the Purchaser upon complete fulfilment of all Purchaser's obligations towards Nordex under the Agreements and all else required pursuant to the delivered Items, such within the limits of article 3:92 Dutch Civil Code.
- 5.2 Nordex will not lose its (retention of) title when and/or as a result of the Purchaser's processing or adaption of the Items received from Nordex. In that event, the Purchaser will automatically retain said Items on behalf of Nordex.
- 5.3 Purchaser is authorized to use and dispose of the Items delivered by Nordex as part of its normal business activities. In the event of such use or disposition of the Items delivered by Nordex subject to the retention of title, Purchaser is obligated to establish an undisclosed pledge for the benefit of Nordex for any third party claims which might arise from this. The Purchaser shall sign a deed creating a right of pledge immediately at Nordex' request and register this deed with the Tax Authorities. After the registration of the deed of pledge with the Tax Authorities, Purchaser shall promptly send a copy of the registration to Nordex.
- 5.4 The Purchaser is obligated to (1) insure Items delivered but not (yet) (fully) settled, (2) assign any rights to claims which the Purchaser may have on any third parties in regard to the Items delivered by Nordex to Nordex by means of assignment immediately on request, (3) state to third parties that the Items delivered by Nordex to the Purchaser were delivered subject to retention of title as long as Purchaser has not (fully) settled its obligations.
- 5.5 Should Purchaser fail in the performance of its obligations pursuant to its Agreement(s) with Nordex or should Nordex have good grounds to fear that Purchaser shall fail in the performance of its obligations, Nordex shall be authorized to take repossession of the Items delivered to Purchaser subject to the retention of title. This right applies especially - although not exclusively - in the event that attachment is made against Purchaser when Purchaser is granted moratorium, when Purchaser applies for or is granted bankruptcy, or when Purchaser enters into a payment arrangement with any of its creditors. The Purchaser is obligated to provide full cooperation on penalty of a fine of 10% of the full amount it owes to Nordex for each day of half-day that the Purchaser remains in default, such immediately due and payable, without prejudice to Nordex's right to claim performance of the obligations in the previous sentence and/or claim damages.
- 5.6 Should third parties allege to have a claim against Items delivered by Nordex to Purchaser while payment of these Items has not yet been made, Purchaser shall inform Nordex within 24 hours after Purchaser becomes aware of these claims. In that event, Nordex, as the owner, is entitled to take back the Items involved and store them elsewhere.
- 5.7 The costs of taking back and storing as intended in article 5.5 and 5.6 will be at the expense of Purchaser.
- 5.8 In each case of repossession of Items as referred to in article 5.5, Purchaser shall be credited by Nordex for the market value of the Items, less all costs incurred by Nordex in connection with the repossession as well as any damages on Nordex' part. Such without prejudice to Nordex's right to recover its damages from Purchaser (in any other way).
- 5.9 Purchaser is liable towards Nordex for any damage to the Items during the retention of title.

Article 6: Suspension and Termination

- 6.1 Should circumstances brought to the attention of Nordex after the conclusion of the Agreement give Nordex good ground to fear that the Purchaser cannot, not correctly and/or not timely meet its obligations, such for instance in case of bankruptcy or suspension of payment or when an application for one of these measures is pending, or when a decision of termination or merger of the Purchaser has been made or when prejudgment or executory attachment is or will be attached to any part of Purchaser's assets, or when the Purchaser fails in any payment obligation towards Nordex, all payment obligations the Purchaser has towards Nordex will become any due and payable with immediate effect. In such a case, Nordex is entitled to Purchaser's immediate payment of the debts due or a security in regard to the debts due.
- 6.2 In case of Purchaser's failure of the performance, Nordex is entitled to damages payable by Purchaser which shall include, but not be limited to, lost profit, costs and interest.

- 6.3 In the event of article 7.1, Nordex shall be entitled to suspend the performance of the obligations it has towards the Purchaser until payment and/or sufficient security of all payment obligations has been provided. Should Nordex choose to execute that right, it will not in any way be obligated to pay compensation of damages and costs arising from this decision. Purchaser is liable for all damages Nordex' incurs as a result of the previous.
- 6.4 All Agreements executed between Nordex and the Purchaser may be terminated early and with immediate effect by Nordex through a written notification and without judicial intervention, without Nordex being obligated to pay any damages and while retaining any of Nordex rights, in any of the following circumstances:
- a. when a petition for bankruptcy is lodged against the Purchaser or when the Purchaser is declared bankrupt or when a request for suspension of payment is lodged, or Purchaser is granted a suspension of payment; or
 - b. when the Purchaser offers its creditors a voluntary payment arrangement; or
 - c. when the Purchaser's company ceases its business or is at the risk of ceasing its business; or
 - d. when the Purchaser fails in the performance of any of its obligations pursuant to the Agreement in such a way that remediation of said failure is not possible; or
 - e. when the Purchaser fails in the performance of any of its obligations pursuant to the Agreement and remediation of said failure is not made within fourteen (14) days of the written notice of default sent to that effect by Nordex to Purchaser; or
 - f. when circumstances brought to the attention of Nordex after the conclusion of the Agreement give Nordex good ground to fear that the Purchaser cannot, not correctly and/or not timely meet its obligations and/or when Nordex finds that the current or future claims cannot be secured; or
 - g. the Purchaser does not, not fully or not timely fulfil any of its obligations pursuant to the Agreement between Nordex and the Purchaser or any of its obligations by law, and is therefore in default; or
 - h. when delays on the part of Purchaser mean that Nordex can no longer reasonably be expected to fulfil the Agreement on the original conditions;
 - i. when circumstances arise which render fulfilment of the Agreement impossible or if any other circumstances arise the nature of which entail that the unaltered maintenance of the Agreement cannot reasonably be expected from Nordex.
- 6.5 In case of termination of the Agreement on whichever ground, all claims Nordex has on the Purchaser become immediately due and payable and Nordex shall be entitled to payment of any activities it has performed and costs it has incurred.
- 6.6 Should the termination under the provisions of this article be attributable to the Purchaser, Nordex shall be entitled to compensation of the damages which it subsequently suffered and shall suffer in the future.

Article 7: Force majeure

- 7.1 In these General Terms And Conditions, force majeure on the part of Nordex will mean any circumstances beyond Nordex' control, whether foreseeable, which render the performance of the Agreement impossible, whether temporarily or indefinitely, including war, danger of war, civil war, riots, work strikes, boycott, blockade, sabotage, fire, lightning strike, extreme weather conditions, measures of the national or foreign government, machinery breakdown, production disruption, interruptions in the delivery by public utility companies, blocking of transportation, transport problems and other severe interruptions in the company of Nordex, as well as the impossibility of the performance of the Agreement resulting from failure on the part of any suppliers, persons and/or companies involved by Nordex for performance of the Agreement.
- 7.2 In the event of an impediment to the performance of the Agreement as a result of force majeure, Nordex is entitled to either suspend the performance of the Agreement without judicial intervention for a maximum of 6 months or fully or partially in terminate the Agreement, without Nordex being liable to pay any damages.
- 7.3 Nordex is entitled to claim payment for all that has been presented prior to the force majeure by or on behalf of Nordex under the Agreement with Purchaser.

Article 8: Complaints

- 8.1 Purchaser must inspect whether the quality and the quantity of the Items delivered to it is adequate and meets the obligations of the Agreement. Any complaints in regard to the quantity and quality of the delivered Items must be lodged with Nordex in writing promptly after discovery,

but no later than 5 working days after delivery of the Items. The written notification should include a description of the defect with as many details as possible. In addition to this, the Purchaser must include the invoice number and the packing slip belonging to the delivery. Should Purchaser not lodge its complaints to Nordex within the abovementioned period of time, or should the complaints meet the other requirements in this article, all rights of the Purchaser in regard to of the discovered defect or the discovered failure lapse by operation of law. Once the Purchaser has used, altered, processed or delivered the Items delivered by Nordex to third parties, the Agreement is established to have been adequately performed.

- 8.2 When the complaints in accordance with article 8.1 reach Nordex timely and when the complaints meet the other requires of article 8.1, Nordex shall commence an investigation - at its own discretion - into the validity of the complaints without delay Purchaser shall provide full cooperation to this investigation and allow representatives of Nordex to examine the Items involved. Nordex shall determine the validity of the complaint based on the investigation. Should Nordex find the complaint valid, Nordex may opt to substitute the Items involved or credit the invoice in the amount equal to the price Purchaser is due to pay for the Items involved. Should Nordex find the complaint invalid, Nordex may opt to leave the decision regarding the validity of the complaint to an independent expert to be jointly appointed by parties. Should Nordex and Purchaser not agree on an independent expert, both Nordex and Purchaser will appoint an expert, and these two experts will then jointly appoint a third expert. The judgment of this expert(s) is binding between Nordex and Purchaser. The costs of this expert examination will be at the expense of the party which is declared by the expert to be in default. Should Nordex inform Purchaser in writing that it wishes to use this expert examination, Purchaser is nevertheless entitled to apply to the competent court under these General Terms and Conditions for a period of one month. Should Nordex inform Purchaser in writing that it does not wish to use this expert examination, Purchaser may take legal action at the competent court under these General Terms and Conditions within 1 year of the complaint being made, at the risk of such a claim lapsing.
- 8.3 If the complaint is deemed valid, the delivered Items may only be returned by Purchaser to Nordex after prior written permission. Return shipments which were not preceded by a complaint and the relevant details with regard to the complaint, or which do not include the original and unopened packaging of the Items involved, and/or for which no written permission from Nordex for return exists, are not allowed. In the event that the Purchaser returns the Items in spite of these stipulations or when the Purchaser returns the Items without a valid reason, Nordex shall refuse these Items or keep them on behalf of the Purchaser. Nordex shall keep these Items without any acknowledgement of the validity of Purchaser's claim under a guarantee. The costs of any return shipments are at the expense of the Purchaser.
- 8.4 Should a complaint be found valid, Nordex may opt to either improve/repair the relevant part of the delivery or to make a new delivery to the Purchaser or to send a credit note to the Purchaser for said part of the delivery, which is then considered to have been cancelled. Should a complaint be found valid, Purchaser shall not be entitled to another form of (damage) compensation than the preceding sentence nor be entitled to cancel or terminate the Agreement.
- 8.5 Complaints do not release the Purchaser of its payment obligations.
- 8.6 Should the delivered Items be in accordance with the Agreement, yet turn out to be unsuitable for the aim for of the Customer, this is at the Purchaser's risk. This does not constitute failure on the part of Nordex.

Article 9: Guarantee

- 9.1 Nordex shall make every effort to deliver the Items in same quantity and quality as listed in the Agreement.
- 9.2 Notifications by or on behalf of Nordex with respect to the quality, composition, possibilities of application and characteristics in the broadest sense of the delivered Items shall only be considered guarantees when these have been confirmed as a guarantee by Nordex explicitly and in writing.
- 9.3 For Items or components of delivered or deliverable Items which are not manufactured by Nordex itself, Nordex' guarantee does not extend beyond the guarantee provided to Nordex by its supplier. Nordex shall provide Purchaser with a copy of the suppliers' guarantee provisions on Purchaser's request.
- 9.4 The liability Nordex has under the provided guarantee is limited to the substitution of the faulty Items, or their faulty components, or the refund of the invoice amount relating to these faulty Items, such at Nordex' discretion.

- 9.5 Any form of guarantee shall lapse when a defect/defects occur(s) as a result of, or arises from:
- a) nonobservance of transportation, storage and processing instructions;
 - b) nonobservance of storage and/or storage term instructions;
 - c) the application of any government regulations regarding the nature of the quality of the materials applied;
 - d) materials or items which were issued to Nordex by Purchaser to Nordex for the purpose of processing;
 - e) materials, items, procedures and constructions to the extent that they were applied at the explicit instruction of Purchaser;
 - f) any items, components or elements Nordex obtained from third parties, to the extent that these third parties have not issued any guarantee to Nordex;
 - g) inexpert, improper or spurious use of the delivered Items, or use for any purpose other than common practice by Purchaser or third parties.
 - h) any changes made by the Purchaser or third parties to the Items or elements without permission from Nordex in writing, or when the Items or their elements were in any other way modified or processed for their appropriate use.
- 9.6 Should Purchaser not, not adequately or not timely fulfil any obligation arising from the Agreement concluded with Nordex, which expressly include the payment obligation and/or should Purchaser not lodge a complaint with Nordex in writing within the aforementioned period in article 8.1, Nordex cannot be held to any guarantee with respect to the Agreement.
- 9.7 Any alleged noncompliance of its obligations under the guarantee on the part of Nordex does not release Purchaser from any of its obligations under the Agreement.
- 9.8 After fulfilling its obligations under the guarantee, Nordex shall obtain ownership of the faulty Items is has replaced.

Article 10: Product Recall

- 10.1 In urgent cases, which include the event that deliverable Items or delivered Items turn out not to meet any statutory requirements, in which case Nordex shall establish whether a case constitutes as urgent, the Purchaser is obligated to return any delivered Items to Nordex immediately on request and in case the Items have already been delivered to third parties by Purchaser, take these back from the third parties involved ("**Product Recall**"). In the event that Nordex decides on a Product Recall as described above, the Purchaser is obligated to take all measures Nordex considers necessary and adhere to any instructions given by Nordex relating to the product recall and the Purchaser shall in turn take action to limit of any loss and make every effort. In the event that Nordex decides to recall the product, Nordex is only obligated to either replace the Items or to send a credit note to the Purchaser in regard to the recalled Items. In the event of a product recall, Nordex shall not be obligated to any payment of any damages on the part of the Purchaser. Without previous written consent of Nordex, Purchaser shall not in any way communicate to third parties, or make public, that the Items contain a defect or that a recall might be forthcoming.

Article 11: Liability

- 11.1 Nordex' liability is limited to the performance of its obligations under the guarantee as described in article 9, with the exception of default or fault on the part of Purchaser.
- 11.2 Should Seller be established by law to be liable towards the Purchaser for damages suffered in connection with the Agreement, or arising from a wrongful act, or on any other basis, this liability, including any payment obligation pursuant to article 6:230 Dutch Civil Code and/or article 6:271 Dutch Civil Code, shall be limited to a total as regulated in these provisions:
- a. Nordex shall never be liable for damages arising from Nordex' use of any incorrect details/files/materials/devices and information provided by or on behalf of Purchaser;
 - b. Nordex shall never be liable for Purchaser suffering any lost profit, lost income, lost turnover, lost savings, loss due to business or other interruption, consequential damages, damages resulting from Purchaser's liability towards third parties and damages of third parties;
 - c. Nordex' liability, including any payment obligation under an obligation to undo and any payment obligation under article 6:230 Dutch Civil Code, toward Purchaser is at all times limited to the amount covered by Nordex' liability insurance;
 - d. in the event that Nordex' liability insurance does not – for whatever reason – cover a claim, Nordex' liability, including any payment obligation under article 6:230 Dutch Civil Code and/or article 6:271 Dutch Civil Code, is limited to the invoice amount paid by

Purchaser relating to the item which would have led to Purchaser's loss. The liability of Nordex is at all times limited to a maximum amount of € 2.500.000,-, per year, irrespective of the number of events giving rise to the damage.

- 11.3 Damages for which Nordex can be held liable should be reported to Nordex without delay but always within 30 calendar days after the occurrence of said damage, at the risk of such a claim lapsing. This term does not apply when Purchaser can make a plausible case that the damage could not be reported sooner as a result of well-founded reasons.
- 11.4 A liability claim towards Nordex lapses within 12 months upon the Purchaser becoming aware of the fact from which the damages arise or may reasonably be assumed to have been aware of this fact.
- 11.5 The Purchaser fully indemnifies Nordex and shall hold Nordex and all its affiliated companies harmless against all third party claims in regard to damage, losses, costs and expenses that the third party suffer or relating to a failure in the performance of an Agreement by the Purchaser or resulting from a lodged claim, pending or impending legal proceedings, including but explicitly not limited to claims as intended in article 6:185 in conjunction with 6:190 Dutch Civil Code, as well as the franchise referred to in these articles, as well as claims arising from infringement of any intellectual property right in connection with the delivered items.
- 11.6 Should Nordex be held accountable by third parties, Purchaser shall be obligated to assist Nordex both in legal and other proceedings and promptly do all that may be expected of it in such a situation.

Article 12: Intellectual and Industrial property

- 12.1 All intellectual and industrial property rights, including – but not limited to – trademark-, copyright, design and database rights, trade name rights, patent rights which originate from or were used for the purpose of the performance of the Agreement or which were included in the Items, including – but not limited to – products, production processes, applicability, concepts, designs, drawings, discoveries, models, techniques, works, procedures, outcomes, creations, presentations, computer programs, knowhow, data collection and other knowledge gained, are exclusively vested in Nordex, unless otherwise explicitly agreed in writing.
- 12.2 Furthermore, Purchaser is not permitted to remove or change any indication with regard to copyrights, brands, trade names or other rights from the Items delivered by Nordex or to remove or alter any of their accompanying materials.

Article 13: Other provisions

- 13.1 Purchaser is not entitled to sell or transfer the rights and/or obligations arising from the Agreement to a third party.
- 13.2 Nordex is entitled to fully or partially sell or transfer the rights and/or obligations arising from the Agreement to a third party and sell its entitlement to payment to a third party without prior written consent from Purchaser.
- 13.3 Should one of the provisions or part of these General Terms and Conditions or any part of the underlying Agreement be void or subject to annulment, this will not affect the remaining contents of said provision and leave the other provisions of these General Terms And Conditions unimpaired and the underlying Agreement effective. The provision which was declared void or nullified shall be replaced with a valid provision which reflects as near as possible the intention of the provision thus replaced.
- 13.4 This English document is a translation of the Dutch General Terms and Conditions. Whenever a dispute about the interpretation of the translation of this document arises, the original Dutch text will prevail.

Article 14: Competent Court and Applicable Law

- 14.1 Dutch law exclusively governs all legal relationships between Nordex and the Purchaser, including the Agreement, even when the performance of the engagement is executed fully or partially abroad or when the Purchaser resides abroad. The applicability of the Vienna Sales Convention 1980 (CISG) is explicitly excluded.
- 14.2 The competent court in the district of Noord Holland, hearing location Haarlem, has exclusive competence over any disputes that may arise in connection with an Agreement (including disputes in regard to the existence and validity of an Agreement), unless mandatory statutory provisions dictate otherwise.
- 14.3 Should Nordex enter into a contract with a Purchaser based in the United States of Amerika, the dispute shall be settled in accordance with the Arbitration Regulations of the Netherlands

Arbitration Institute. The arbitral tribunal shall consist of one arbitrator. The location of the arbitration shall be Haarlem. The proceedings shall take place in the English language. This does not impair Nordex' right to submit a dispute to the competent court.