

General Terms and Conditions

**of
ENERCON Service Deutschland GmbH
for the use of the ENERCON online shop**

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In the following, contractual partners of ENERCON GmbH are referred to as "customers" and ENERCON Service Deutschland GmbH as "ENERCON". Customers and ENERCON together are referred to in these General Terms and Conditions as "contracting parties".

1 Scope of application

These General Terms and Conditions apply to the use of the ENERCON online shop and orders, availability and deliveries of the items offered there. They also apply in addition if orders are individually adapted to the customer's wishes by written agreement.

Offers and services of ENERCON are exclusively subject to these General Terms and Conditions. Amendments shall only apply insofar as they have been agreed in writing. Deviating terms and conditions of the participant will not be recognised unless they have been expressly confirmed by ENERCON in writing. The written form requirement also applies to all other amendments or ancillary agreements made.

These General Terms and Conditions apply to entrepreneurs as well as all legal entities under public law and special funds under public law within the meaning of Section 310 of the German Civil Code (BGB), unless otherwise expressly stipulated.

ENERCON reserves the right to make changes to the website, rules and regulations, terms and conditions, including these Terms and Conditions of Sale, at any time. The General Terms and Conditions in force at the time the order is sent will apply to the customer's order, unless a change to these terms and conditions is required by law or by official order (in which case the changes will also apply to orders previously initiated by the customer but not yet executed by ENERCON).

2 Conclusion of contract

The customer can select products from ENERCON's range and collect them in a so-called shopping cart by clicking the button "add to shopping cart". By clicking on the button "send order", the customer submits a binding application to purchase the goods in the shopping cart. Before sending the order, the customer can change and view the data at any time. However, the application can only be submitted and transmitted if the customer has actively declared his agreement to the terms and conditions and thereby included them in his application.

ENERCON will then send the customer an automatic confirmation of receipt by e-mail, in which the customer's order is listed once again. The automatic acknowledgement of receipt merely documents that the customer's order has been received by ENERCON and does not constitute acceptance of the application. A purchase contract is only concluded when ENERCON confirms

the customer's application by separate e-mail (declaration of acceptance), at the latest, however, when ENERCON delivers the ordered product to the customer.

It may happen that the customer's order is sent in several partial deliveries. After receipt of all partial deliveries of an order, an invoice for the total order will be sent to the customer. The contractual partner is always ENERCON Service Deutschland GmbH.

The contract shall be concluded in German.

3 Delivery time, availability, delay

On each product page there is an indication of how quickly ENERCON can deliver the respective product to the customer.

The delivery time for some items may vary depending on the availability of the product. The availability of the respective product is usually shown in the online shop. For example:

- In stock: The item is in stock; depending on the selected shipping option, the item will be shipped as soon as possible. The expected delivery date is also displayed.
- On request: The item is currently not in stock, but can be ordered. The item will be delivered as soon as it is available. You will receive an e-mail with the expected delivery date as soon as ENERCON has this information.

Note: The information on availability always refers to a single copy of a product, so orders containing more than one copy of a product may have a different delivery time.

If no copies of the product selected by the customer are available at the time of the customer's order, ENERCON will inform the customer of this immediately in a separate e-mail. If the product is permanently not available, ENERCON shall refrain from issuing a declaration of acceptance and shall also inform the customer accordingly. In this case, a contract is not concluded.

If the product specified by the customer in the order is only temporarily unavailable, ENERCON shall also inform the customer of this immediately in an e-mail.

Except in cases of intent and gross negligence, ENERCON's liability in the event of a delay in delivery shall be limited for each full week of delay within the framework of a lump-sum compensation for delay in the amount of 0.5% of the delivery value, but not more than 5% of the delivery value. Any lump-sum compensation already paid by ENERCON shall be set off against a higher claim for compensation by the customer. ENERCON reserves the right to prove that no damage at all or only a significantly lower damage has been incurred.

If the customer is in default of acceptance or culpably violates other duties to cooperate, ENERCON is entitled to demand compensation for the damage incurred in this respect, including any additional expenses. ENERCON reserves the right to assert further claims.

Unless otherwise stated in the order confirmation, delivery "ex works" is agreed.

4 Prices, terms of payment

The remuneration shall be due for payment within a period of 30 days after invoicing and shall be transferred without deductions to one of the specified accounts, stating the invoice number.

The statutory provisions concerning the consequences of default in payment shall apply.

All prices are subject to the statutory value-added tax at the applicable statutory rate.

The prices stated in the ENERCON online shop are generally non-binding and may be changed or adjusted at any time. Insofar as corresponding changes or adjustments affect orders already placed by the customer, ENERCON will inform the customer accordingly by e-mail in advance of his delivery and await a new order from the customer.

Invoices will be sent to the customer in PDF format in a separate e-mail.

ENERCON Service Deutschland GmbH reserves the right to demand advance payment in individual cases.

The customer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognised by ENERCON. Furthermore, the customer is entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

5 Retention of title

ENERCON retains ownership of the purchased item until receipt of all payments under the purchase contract. In the event of a breach of contract by the customer, in particular in the event of default in payment, ENERCON shall be entitled to take back the purchased item. The taking back of the purchased item by ENERCON constitutes a withdrawal from the contract. After taking back the object of sale, ENERCON shall be entitled to realise it; the proceeds of realisation shall be set off against the customer's liabilities - deducting reasonable realisation costs.

The customer shall be obliged to treat the purchased item with care; in particular, it shall be obliged to insure it adequately at its own expense against damage by fire, water and theft at replacement value. If maintenance and inspection work is required, the customer must carry this out in good time at his own expense.

In the event of seizures or other interventions by third parties, the customer must notify ENERCON in writing without delay so that ENERCON can bring an action in accordance with § 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.

ENERCON's authority to collect the claim itself remains unaffected. ENERCON commits itself, however, not to collect the claim as long as the customer meets his payment obligations from the collected proceeds, is not in default of payment and, in particular, no application for the opening of composition or insolvency proceedings has been filed or payments have not been suspended. If this is the case, however, ENERCON may demand that the customer inform ENERCON of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment.

The processing or transformation of the object of sale by the customer shall always be carried out for ENERCON. If the object of sale is processed with other objects not belonging to ENERCON, ENERCON acquires co-ownership of the new object in proportion to the value of the object of sale to the other processed objects at the time of processing. In all other respects, the same shall apply to the item created by processing as to the purchased item delivered under reservation.

If the object of sale is inseparably combined with other objects not belonging to ENERCON, ENERCON shall acquire co-ownership of the new object in proportion to the value of the object of sale to the other combined objects at the time of combination. If the blending takes place in

such a way that the customer's item is to be regarded as the main item, it shall be deemed to be agreed that the customer transfers co-ownership to ENERCON on a pro rata basis. The customer shall hold the sole ownership or co-ownership thus created in safe custody for ENERCON.

The customer also assigns to ENERCON the claims to secure ENERCON's claims against him which arise against a third party through the connection of the object of sale with a plot of land. ENERCON undertakes to release the securities to which it is entitled at the customer's request insofar as the realisable value of its securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released is ENERCON's responsibility.

6 Copyright, data protection

The documents and software handed over to the customer are protected by copyright. The reproduction, forwarding or other use of the materials handed over - including excerpts - is only permitted if ENERCON has given its prior express written consent.

ENERCON also stores, processes and uses personal data of the participant for the proper fulfilment of the order and for its own purposes. ENERCON also uses automatic data processing systems for this purpose. In order to meet the data security requirement of the Annex to Section 9 of the German Federal Data Protection Act (BDSG), ENERCON has taken technical and organisational measures to ensure the security of the data files and the data processing procedures. The employees involved in processing are obliged to comply with the BDSG and are required to strictly observe all data protection regulations. Please refer to our data protection regulations in this context.

7 Warranty

ENERCON is obliged to remedy all defects, the cause of which can be proven to lie before the transfer of risk, free of charge by way of subsequent performance. Subsequent performance shall be effected, at ENERCON's discretion, either by remedying the defect or by delivering a defect-free item. Expenses arising from the fact that the subsequent performance has to be carried out at a place other than the agreed place of performance shall be borne by the customer. The customer shall grant ENERCON the necessary time and opportunity for subsequent performance; any parts replaced in the process shall become the property of ENERCON.

If the subsequent performance fails to eliminate a defect, the customer may withdraw from the contract or demand a reduction, without prejudice to any claims for damages.

The warranty period is 12 months and begins with acceptance or delivery or handover to the carrier or agreed provision. This shall not apply if a longer limitation period is mandatory by law.

The warranty is excluded

- if a detected defect has not been reported to ENERCON in writing without delay,
- if defects have arisen due to improper installation, commissioning, operation or use of the delivery item, due to non-compliance with the operating instructions, operating conditions as well as the maintenance and care intervals, due to natural wear and tear or use of improper operating materials or replacement materials, or
- if modifications or repairs are carried out on the delivery item without ENERCON's consent or if spare parts not supplied by ENERCON are used, or

- or if a defect is within the customer's sphere of responsibility.

As long as the customer is in default with the fulfilment of his contractual obligations towards ENERCON, ENERCON is entitled to refuse the fulfilment of warranty claims. An extension of the warranty period is excluded in this case.

8 Liability

ENERCON shall only be liable for damage - irrespective of the legal grounds - if it has caused such damage intentionally or through gross negligence or if it has negligently breached a material contractual obligation (cardinal obligation). Cardinal obligations are obligations the fulfilment of which is essential for the proper performance of the contract and compliance with which the contractual partner may regularly rely on. In the event of a breach of material contractual obligations, ENERCON shall always be liable only for the foreseeable damage typical of the contract at the time of conclusion of the contract.

Insofar as ENERCON is liable for damage caused by negligence in the event of a breach of essential contractual obligations in accordance with the above paragraph, its obligation to pay compensation shall, however, be limited to the purchase price of the respective product or to a maximum of EUR 500,000.00 for property damage and EUR 125,000.00 for financial loss, whichever is lower.

Any further liability for damages other than in the aforementioned cases is excluded, irrespective of the legal nature of the asserted claim. This applies in particular to claims for damages arising from culpa in contrahendo, from other breaches of duty or from tortious claims for compensation for chess damage pursuant to § 832 BGB. The same applies to the personal liability of ENERCON's employees, workers, representatives and vicarious agents.

The foregoing limitation of liability does not apply to damage to life, limb or health or to claims arising from a guarantee of quality or under the Product Liability Act.

9 Force Majeure

If and to the extent that a party is prevented by an event of force majeure from performing its contractual obligations under a purchase contract, the party concerned shall be released from the performance of such obligation for the duration of the event of force majeure and shall not be responsible for the consequences of the delay or omission of its contractual obligations caused by the event of force majeure. Force majeure is an external event caused by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically acceptable means, even by the utmost care reasonably to be expected in the circumstances, and cannot be accepted by the operating company because of its frequency. The following events in particular shall be deemed to be force majeure:

- a) War, warlike conflicts, civil war,
- b) riots, civil commotion, acts of terrorism, acts of sabotage,
- c) natural disasters, radioactive contamination,
- d) strikes, lockouts and other operational disruptions, insofar as these do not originate from the own personnel or the personnel of the own subcontractors or vicarious agents, as well as
- e) epidemics, pandemics.

The party affected by an event of force majeure shall inform the other party without delay. The parties shall make all reasonable efforts to minimise the consequences of the force majeure event. The party affected by an event of force majeure shall immediately inform the other party as soon as the event in question no longer affects it and shall immediately resume its obligations.

If a force majeure event is expected to last for a longer period of time, the parties will consult to find a mutually agreeable solution for dealing with the force majeure event and its impact on the performance of the contract. If a force majeure event continues for a period of more than 90 consecutive days and materially affects the performance of the contract, either party shall have the right to terminate the relevant purchase contract in writing. In the event of termination, the customer shall pay for all services provided by ENERCON in accordance with the contract until the effectiveness of the termination.

10 Final provisions

The place of jurisdiction for the assertion of claims for the contracting parties shall be the registered office of ENERCON, insofar as the prerequisites pursuant to § 38 ZPO (Code of Civil Procedure) are met.

Unless otherwise stipulated in the contracts, the registered office of ENERCON shall be the place of performance for all obligations arising from the contract.

The contractual relationship and all legal relationships arising therefrom shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

If any provision of these Terms and Conditions of Sale is held to be invalid, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.