Erection Services Contract

between

Hareket Proje Taşımacılığı & Yük Mühendisliği A.Ş/ Heavy Lifting&Project Transportation Co. Eyup Sultan Mah. 2.ci Yanyol No:1 Samandıra/Istanbul – Turkey

a Turkish limited liability company having its registered office at Eyup Sultan Mah. 2.ci Yanyol No:1, registered in the Commercial Register of Istanbul under registration no.214280,

- hereinafter the "CONTRACTOR" -

and

Nordex Enerji A.Ş.

Havaalanı Kavşağı EGS Business Park Blokları B1 Blok Kat:15 No:451 – 452 – 453 34149 Yeşilköy İstanbul TURKEY

a Turkish limited liability company having its registered office at Havaalanı Kavşağı, EGS Business Park Blokları, B1 Blok Kat:15 No:451 – 452 – 453, registered in the Commercial Register of Istanbul under registration no. 696083,

- hereinafter the "EMPLOYER" -

concerning

the provision of MECHANICAL ERECTION AND INSTALLATION for six (6) wind turbine generators (hereinafter "WTG") of type N90/2500kW (HS) Gamma with 80 m tower for the windfarm project Yuntdag Extension in Yuntdag, Bergama, Turkey.

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Preamble

CONTRACTOR is a supplier of erection and installation services for WTG.

EMPLOYER wishes to retain CONTRACTOR for erection and installation services in respect of WTG in connection with the construction of a wind park project on Yuntdag Extension in Turkey.

Now, therefore the parties hereto agree to enter into this Erection Service Contract on the terms and conditions set forth hereinafter:

1. Definitions

Whenever used in this Agreement with an initial capital letter, the following terms shall have the following respective meanings:

"Agreement" This Erection Services contract including all

annexes, exhibits, appendices and schedules attached hereto, as the same may be

amended from time to time.

"Business Days" Days which are commonly used for work on

the Project Site where the services take place. Therefrom excluded are bank holidays and other non-working days hence no service could be performed due to country-

specific or regional customs.

"Programme" The time schedule stating and setting out

the relevant dates and milestones when the Services shall be provided, performed and completed by CONTRACTOR, all as notified by EMPLOYER to CONTRACTOR pursuant to

Section 8.

"Project" The integrated wind-powered electricity

generating plant and the WTG which will be

operated on the Project Site.

"Project Site" All those parcels of land subject to the real

property rights in favour of EMPLOYER's customer where the Project is located, as more particularly specified in <u>Annex 1</u> here-

to.

"Scope of Services" All work and services to be performed by

CONTRACTOR as well as all tools, materials and equipment to be provided by CONTRACTOR for the purposes thereof, all in ac-

cordance with Section 5 and as further de-

tailed in Annex 2 hereto.

"Services"

All works and services to be performed by CONTRACTOR within the Scope of Services.

2. Object of the Agreement and Projects

This Agreement shall govern the supply and performance of the Services by CONTRACTOR for the construction of a wind farm project Yuntdag Extension in Yuntdag, Bergama, Turkey in accordance with the Scope of Services as set out in Section 5 and the Annexes referenced therein.

3. Capacity of Services

- 3.1 As from the date of this Agreement CONTRACTOR undertakes to have in stock and readily available at any time at the Project Site the provision of 1 Set of Service as prescribed in Annex 2, including any accessories required therefore. It is the CONTRACTOR's responsibility to comply with the project time requirements as defined under Annex 1 and to provide replacement in case staff or material out of this Set of Services becomes unavailable.
- 3.2 Until completion of the Services CONTRACTOR may only accept third party orders for the provision of services such that these do not interfere with its obligation pursuant to this Agreement.

4. Subcontractors

CONTRACTOR may not subcontract the whole or any portion of the Scope of Services without the EMPLOYER's prior written consent. In any case (irrespective of whether such subcontracting has been consented or not) CONTRACTOR shall remain fully responsible and liable for its subcontractors in all aspects. Any matter with respect to invoicing and scheduling will exclusively be addressed with CONTRACTOR.

5. Scope of Services

CONTRACTOR hereby agrees to provide and perform all of the following Services as part of the construction of the Project (including the provision of any documentation and information concerning the performance of such Services) as a full-service provider and independent contractor in accordance with this Agreement and as particularly set out in this Section 5 and not as an agent or employee of EMPLOYER.

Unless otherwise agreed explicitly in writing between CONTRACTOR and EMPLOYER, the Services to be performed by CONTRACTOR under this Agreement are set out and detailed in the Scope of Services attached hereto as <u>Annex 2</u>. All Services shall be performed in strict compliance with the technical specification for the respective WTG type as applicable at the time, the currently applicable version of which is attached hereto as <u>Annex 3</u> forming an integral part of this Agreement. Therefore CONTRACTOR shall receive from EMPLOYER a CD with all required documen-

tations at the date of signature of this agreement. CONTRACTOR shall confirm the reception of this documentation with its signature.

The Scope of Services includes in particular the provision by CONTRACTOR at no extra cost for EMPLOYER of any and all equipment, gear, machinery, materials, tools and all other accessories which it may require for the proper and complete performance of its Services hereunder save for such special tools which will be made available by EMPLOYER for CONTRACTOR's use exclusively for the purposes hereof as are specified in Annex 2-2.

6. CONTRACTOR's Obligations

6.1 Within three (3) Calendar Days of the date of this Agreement CONTRACTOR shall designate a project manager and a deputy to act in his stead with authority to act on its behalf in all matters concerning the performance of CONTRACTOR's Services thereunder acting as single point of contact in all matters related to this Agreement on behalf of CONTRACTOR.

CONTRACTOR shall ensure that its and its subcontractor's operating personnel perform the works hereunder in a workmanlike manner and in accordance with all applicable working instructions, health and safety regulations and the instructions given by the EMPLOYER's site personnel. CONTRACTOR's site-manager and foreman shall have good command over the English language. All operating personnel employed by CONTRACTOR in performance of its obligations hereunder shall understand the English language.

CONTRACTOR agrees to participate in Project meetings and site visits as legally required and as may reasonably be requested by EMPLOYER.

- 6.2 CONTRACTOR shall comply with all applicable laws and/or regulations governing the Project Site and the Services performed by CONTRACTOR hereunder as well as any applicable trade union and wage agreements. This also includes CONTRACTOR's compliance with all public and private permits, or any conditions thereof, (to be) obtained by EMPLOYER or EMPLOYER's customer in relation to the Project, as the same may be amended from time to time.
- 6.3 CONTRACTOR shall document the performance of its Services according to the forms and instructions given by EMPLOYER. The required documentation for the Project is specified in the technical specification which is attached hereto as <u>Annex 3</u> but shall in any case include the correct completion of the erection and installation reports, as applicable.
- 6.4 CONTRACTOR shall nominate a safety officer to be responsible for implementing the health and safety measures and procedures defined in EMPLOYER's "Health and Safety Standards" attached hereto as Annex 4, the standards which are to be strictly followed at the Project Site by CONTRACTOR's personnel, subcontractors and agents. CONTRACTOR hereby agrees to assume all responsibilities and perform any and all ac-

tions as specified in <u>Annex 4</u> for the purposes thereof and CONTRACTOR will provide EMPLOYER with its standard health and safety plan within ten (10) Calendar Days of the date of this Agreement.

CONTRACTOR shall be fully responsible to instruct its employees, subcontractors and other persons for whom it is responsible accordingly and shall be liable to ensure compliance of those persons with EMPLOYER's "Health and Safety Standards" until the date of completion of the Services. CONTRACTOR shall be solely responsible towards third parties and towards EMPLOYER for possible claims relating to health and safety issues if any such breach has been committed by CONTRACTOR's employees, subcontractors or any third party for whom it is responsible.

Any Project specific safety measures and procedures shall be provided by EMPLOYER to CONTRACTOR within ten (10) Calendar Days after the date hereof. EMPLOYER will keep CONTRACTOR informed on all major changes to the safety measures which are decided after submission.

- 6.5 CONTRACTOR shall review the documents provided by EMPLOYER, in particular with respect to the documents appended hereto, for defects, discrepancies and inconsistencies ("errors"). CONTRACTOR shall inform EMPLOYER immediately of any inconsistency or incorrectness discovered of information contained in the documents so provided by EMPLOYER notwithstanding the EMPLOYER being solely responsible for any incorrectness or inconsistency of the provided documents.
- CONTRACTOR has investigated and satisfied himself concerning the access to and location of the Project Site, including (where relevant) those conditions affecting shipping and transportation, port facilities, port congestion, access, disposal, handling and storage of materials and working equipment, availability, sufficiency and conditions of roads (whether public or private), climate and seasons and meteorological conditions to be encountered, physical conditions, topography and ground surface conditions, working equipment and operating personal needed prior to and during performance of the Services and all other matters which can in any way affect performance thereof.

In particular, CONTRACTOR shall ensure timely obtainment of any permits required for fulfilment of its obligations defined in this Section on its cost and expense and sole responsibility.

6.7 Without prejudice to CONTRACTOR's obligation to make good and remedy any defect or damage caused by CONTRACTOR in the performance of its Services hereunder, in the event of any of the components or accessory equipment of the WTG being damaged during transport, handling or erection CONTRACTOR shall ensure the proper and full documentation of any such incident and is obliged to provide EMPLOYER without undue delay with any and all documentation or information reasonably requested by EMPLOYER.

Any tools and/or materials provided by EMPLOYER to CONTRACTOR, if any, shall be stored at CONTRACTOR's own expense throughout the en-

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tire term of this Agreement. Such tools and/or materials shall be properly stored by CONTRACTOR in a materials container which is to be carried along to each Project and CONTRACTOR shall use the same care, but in any event not less than reasonable care, to protect any such tools and/or materials at any time in its possession or under its control as it does with its own property and shall be responsible for and liable to EMPLOYER for any damage or stealing to such property. The tools and/or materials provided by EMPLOYER pursuant to this Section 6.8 shall be returned to EMPLOYER forthwith upon completion of the Project or termination of this Agreement.

7. EMPLOYER's Obligations

- 7.1 EMPLOYER shall make available to CONTRACTOR:
 - the WTG components for carrying out the Services on the dates confirmed to CONTRACTOR by EMPLOYER pursuant to Section 8;
 - transport, lifting, erection and installation manuals as appended to this Agreement, the Programme, lifting equipment for all main WTG components for and during erection on-site as well as the lifting equipment for nacelles and drive train during transport, as applicable;
- 7.2 During the programmed period of Service, as such period is notified to CONTRACTOR for this specific Project pursuant to <u>Section 8</u>, EMPLOYER and/or EMPLOYER's customer shall provide CONTRACTOR with full and free access to the Project Site including the use of it for the purposes hereof at all times subject, however, to the laws applicable to, public and private permits obtained by EMPLOYER or EMPLOYER's customer in relation to such Project Site and, further, subject to CONTRACTOR's ongoing compliance with all of its obligations under this Agreement.
- 7.3 EMPLOYER shall, for information purposes only, provide all specifications, data, report and other documents related to such Project as may be reasonably requested by CONTRACTOR to the extent such information is available to EMPLOYER and is necessary for the CONTRACTOR to perform its obligations under this Agreement.
- 7.4 EMPLOYER shall designate a project manager acting on a continuous basis as single point of contact in all matters related to that Project on behalf of EMPLOYER by written notice to CONTRACTOR within ten (10) Calendar Days of the date of this Agreement.
- 7.5 EMPLOYER and/or EMPLOYER's customer shall be solely responsible for all soil and subsurface conditions at the respective Project Site to the extent relating to religious artefacts, archaeological items, biological matters, former use of the Project sites for hazardous dumping or landfill and the remediation of soil contaminated with hazardous materials unless such circumstances were or ought to have been known to CONTRACTOR before the execution of this Agreement.

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- 7.6 Within three (3) Business Days of the date of this Agreement EMPLOYER shall designate supervisors which have the tasks of
 - giving advice to CONTRACTOR's personnel in order to understand EMPLOYER's instructions correctly
 - administration of EMPLOYER's tools set out in <u>Annex 2-4</u> and handing these out to CONTRACTOR's personnel
 - checking quality of works executed by CONTRACTOR and reporting this to the EMPLOYER's Project Manager
 - informing the CONTRACTOR's Site Manager on quality defects and requirements for rectification

8. Programme

- 8.1 Attached hereto in <u>Annex 1</u> is a preliminary erection programme for the Project specifying, in particular, the anticipated dates for the commencement of Services, the starting date of erection of the WTG and the expected period of Service required in relation to such Project.
- 8.2 EMPLOYER will confirm the Programme for the Project (including the scheduled starting date of erection) binding to CONTRACTOR latest until seven (7) Business Days prior to the anticipated date of commencement of Services. However, following submission of the confirmed Programme for the Project by EMPLOYER the scheduled starting date of erection may be adjusted (i.e. postponed or advanced) by EMPLOYER, at its discretion for EMPLOYER, to take account of the overall Project progress. Any adjustment of the Programme according to the Section 8.2 shall be binding on both parties.

9. Inspection and Completion of Services

- 9.1 EMPLOYER shall be entitled to inspect, witness and review CONTRACTOR's Services, or any part thereof, at any time prior to the completion of the same and may request CONTRACTOR to correct any deficiency or defect discovered upon such inspection without undue delay. No such inspection shall in any way imply or be construed as an acceptance or approval of CONTRACTOR's Services performed.
- 9.2 When CONTRACTOR deems the Services to be completed in accordance with the Agreement, it shall give notice hereof to EMPLOYER who shall inspect the work performed without undue delay. In case that the Services have been completed in accordance with the stipulations of this Agreement, EMPLOYER shall sign a substantial completion certificate ("Substantial Completion Certificate") within ten (10) Business Days as from the date of such inspection. The Substantial Completion Certificate will regularly be issued together with the substantial completion certificate to be obtained by EMPLOYER from EMPLOYER's customer.
 - Minor defects will be listed in a to-do-list. Minor defects shall mean all defects or deficiencies which would not hinder the WTG to be fully suitable for the intended purpose according to this Agreement and for the operation of the Project. Any to-do-list items shall be remedied by CON-

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TRACTOR within thirty (30) Business Days following completion of the Services latest.

- 9.4 If EMPLOYER believes that the Services performed by CONTRACTOR are not in compliance with the technical specification according to this Agreement, EMPLOYER shall execute and deliver to CONTRACTOR a written notice of any alleged deficiencies within twenty-one (21) Business Days upon discovery of such discrepancy. EMPLOYER's notice shall state the alleged deficiencies. CONTRACTOR shall then take any action it deems necessary to correct those alleged deficiencies at its sole cost and expense.
- 9.5 Final acceptance of the Services performed by CONTRACTOR shall be achieved when all of the following criteria in relation to the respective Project are met:
 - a) the Substantial Completion Certificate has been signed by EMPLOY-ER;
 - b) all to-do-list items have been completed by CONTRACTOR;
 - c) all CONTRACTOR's and CONTRACTOR's subcontractors, personnel, supplies, equipment, hazardous and other waste materials and temporary facilities have been removed from the Project Site and the Project Site has been reinstated by CONTRACTOR; and
 - d) the Services performed are in conformity with EMPLOYER's quality standards as specified in this Agreement.

Following a successful quality inspection by the quality department of EMPLOYER checking the criteria stipulated in lit. a) through d) above, EMPLOYER shall sign and issue to CONTRACTOR a final acceptance certificate ("Final Acceptance Certificate").

10. Prices

The prices agreed for the provision of the Services are set out in <u>Annex 5</u> hereto (the "Contract Price").

CONTRACTOR shall be paid the Contract Price for the performance of the Services in accordance with the provisions outlined herein as full compensation for complying with all obligations hereunder. The Contract Price shall be an all-inclusive firm lump sum price and shall not be subject to any alteration due to any event that might occur unless decreased or increased by way of a change to the Scope of Services expressly ordered by EMPLOYER in writing or as otherwise specifically stated herein.

All prices indicated in <u>Annex 5</u> are net. All taxes, customs, duties or import fees of whatsoever nature related to the performance of the Scope of Service shall be borne by CONTRACTOR. Stamp duty shall be borne by CONTRACTOR and EMPLOYER with a rate of 50%.

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11. Invoices and Payment

11.1 Payments Schedule:

- 30% progress payment against invoice upon mechanical and electrical completion and readiness for commissioning of the first 3 WTG's confirmed by EMPLOYER ("Substantial Completion Certificate") and against submission of the completed Erection Reports to be filled in by CONTRACTOR. No payment to be transferred if Erection Reports are not completely submitted. In case of missing components CONTRACTOR can ask EMPLOYER for earlier payment.
- 30% progress payment against invoice upon mechanical and electrical completion and readiness for commissioning of the second 3 WTG's confirmed by EMPLOYER ("Substantial Completion Certificate") and against submission of the completed Erection Reports to be filled in by CONTRACTOR. No payment to be transferred if Erection Reports are not completely submitted. In case of missing components CONTRACTOR can ask EMPLOYER for earlier payment.
- 30% progress payment against invoice upon mechanical and electrical completion and readiness for commissioning of all WTG's confirmed by EMPLOYER ("Substantial Completion Certificate") and against submission of the completed Erection Reports to be filled in by CONTRACTOR. No payment to be transferred if Erection Reports are not completely submitted.
- 10% final payment (plus VAT for the complete Contract Price) against invoice upon successful quality inspection by the quality department of the EMPLOYER, and rectification of to-do-list items (Final Acceptance Certificate), whereby the inspection by quality department of EMPLOYER shall not be executed later than 4 weeks after the last "Substantial Completion Certificate" for a Project has been issued and to-do-list items have been completed. If EMPLOYER fails to do so, CONTRACTOR may invoice the respective amount which would otherwise be due upon issuance of the Final Acceptance Certificate by the EMPLOYER. Completion of to-do-list items shall be notified to and signed-off by EMPLOYER thus confirming rectification of each individual item. No payment can be effected in case such to-do-list is not completed, signed-off and confirmed.

Payments under this Agreement shall be made within 30 days after receipt of the respective invoice.

All invoices have to be issued in EUR. All Invoices have to indicate the Nordex project reference no. TR-YUNT-02-TR-C.

- 11.2 Payments made by EMPLOYER or EMPLOYER's customer do not constitute acknowledgement of a professional and satisfactory performance of the Services. EMPLOYER customer's delay in payment always requires an express and written reminder for payment to be issued by CONTRACTOR to EMPLOYER after the due date.
- 11.3 The interest rate for late payment shall be 3-months-EURIBOR (or any equivalent interest rate substituting the EURIBOR interest rate in the future) plus 1% per annum.

12. Changes

If EMPLOYER materially changes the Scope of Services after submission of the confirmed Programme in accordance with Section 8.2 above (save as permitted per Section 8.2), CONTRACTOR shall be entitled to claim from EMPLOYER additional costs compulsory and demonstrably incurred by CONTRACTOR in connection with the mobilisation and demobilisation of any such equipment and or personnel which is necessarily required for the performance of the Services, if any, subject to detailed cost substantiation, except insofar as the parties have agreed otherwise. Any further claims of CONTRACTOR resulting from such change shall be excluded. CONTRACTOR's obligation to mitigate shall remain unaffected.

13. Delay in Performance

- 13.1 CONTRACTOR shall be obliged to notify EMPLOYER immediately of any difficulties arising in connection with the performance of the Services.
- 13.2 If, despite having confirmed the Programme in accordance with Section 8.2, CONTRACTOR is in delay with the performance of Services in relation to the dates and/or milestones as set out in the Programme, and any such delay continues for another day after EMPLOYER has given CONTRACTOR written notice thereof, then EMPLOYER may terminate this Agreement with immediate effect and award the Services for that specific Project to a third party. Any additional costs incurred by EMPLOYER in connection with the placement of the order with such third party are to be borne by CONTRACTOR in full.
- for any and all other losses and damages sustained in consequence of CONTRACTOR's delay in performance including, in particular, any indirect or consequential damages incurred by EMPLOYER or EMPLOYER's customer as a result of CONTRACTOR's non-compliance with its obligations under the Agreement. CONTRACTOR's liability for any such indirect or consequential damages arising out of CONTRACTOR's delay in performance shall not exceed an amount of EUR 500.00 per WTG and day which the respective WTG cannot be put into operation and/or cannot perform and deliver electrical power to the electrical grid as a result of CONTRACTOR's non-compliance with its obligations. CONTRACTOR's liability under this Section 13.3 shall not exceed an aggregate amount of EUR 12.000,00 per WTG.
- In case of the suspension of the Work due to bad weather (wind speeds exceeding 12 m/s), CONTRACTOR shall be entitled to charge the cost of the hours of waiting time, according to the rates in <u>Annex 5</u>, to the EMPLOYER. Such costs may only be charged if no other work can be done by the people, means and equipment during this time (e.g. completion of another WTG) and if waiting times or suspension have been confirmed by EMPLOYER's site representative. Per day and technician maximum 8 hours can be charged.

13.5 In case of a suspension of Work by more then 10 days, the CONTRACTOR may charge a lump sum fee of EUR 7,500.- for demobilisation and new mobilisation after the end of suspension for his entire installation / maintenance team including any necessary equipment.

14. Warranty

- 14.1 CONTRACTOR undertakes to carry out the Services with the diligence which would reasonably and ordinarily be expected from a prudent, experienced, properly qualified and competent person engaged in the same type of undertaking.
- 14.2 With respect to the Services performed hereunder CONTRACTOR represents and warrants that the Services shall be performed in a workmanlike manner using good quality equipment and adequately qualified and experienced personnel, respecting the common wind industry practices and in full compliance with the technical requirements of EMPLOYER, and complying, in particular, with
 - the technical specification for the respective WTG type as attached hereto in <u>Annex 3</u>; Therefore CONTRACTOR shall receive from EMPLOYER a CD with all required documentations at the date of signature of this agreement. CONTRACTOR shall confirm the reception of this documentation with its signature.
 - the health and safety measures and procedures defined in EMPLOY-ER's "Health and Safety Standards" as attached hereto in Annex 4.
- 14.3 In the event of a breach of any representation and/or warranty as set forth in this Agreement CONTRACTOR shall be liable in accordance with the provisions of the applicable law. The warranty and defects liability period for the Services carried out by CONTRACTOR under this Agreement shall be as provided for by the applicable law but in no event less than twenty-four (24) months as from date of completion of the Services hereunder.

15. Liability

15.1 CONTRACTOR shall be liable for any damages caused by CONTRACTOR or its subcontractors under or in connection with this Agreement and any Services carried out hereunder in accordance with the provisions of the applicable law. The maximum aggregate contractual and statutory liability of CONTRACTOR in connection with this Agreement – except in cases of gross negligence, wilful misconduct, statutory product liability provisions, infringement of third party's patent or industrial property rights and personal injury – shall be limited to the scope and coverage of the general liability insurance of CONTRACTOR. Otherwise – and to the extent permitted by the applicable law – CONTRACTOR's liability shall not exceed in the aggregate an amount equivalent to 50% of the Contract Price.

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15.2 Save as set forth in Sections 13.3 neither CONTRACTOR nor EMPLOYER shall be liable for any consequential or indirect losses, damages and/or expenses under or in connection with this Agreement.

16. Cancellation

- 16.1 EMPLOYER may by written notice to CONTRACTOR cancel the Agreement at any time with the consequence that the parties' obligation to perform under and in accordance with the terms hereof shall cease.
- 16.2 Following such cancellation, EMPLOYER shall pay to CONTRACTOR:
 - a) the unpaid balance of the Contract Price due to CONTRACTOR for the part of the Scope of Services already performed until such time; and
 - b) all costs necessarily incurred by CONTRACTOR and subcontractors in connection with materials ordered prior to receipt of the notice of cancellation by CONTRACTOR, and compensation for work performed on such materials prior to the said date, provided that such costs are not covered by payment under lit. a). The EMPLOYER becomes the owner of all such material paid by him.
- 16.3 CONTRACTOR shall, in accordance with EMPLOYER's instructions, use his best efforts to cancel subcontracts on terms acceptable to EMPLOYER. If EMPLOYER cannot accept the cancellation terms, CONTRACTOR shall assign such subcontracts to EMPLOYER, if the respective subcontractors accept such assignment.
- The parties shall conclude a protocol stating each party's view of the percentage of the Scope of Services performed and completed, calculated in accordance with the principles of progress measurement to be agreed upon. EMPLOYER shall also issue a certificate reflecting the agreed upon results of such protocol.
- 16.5 Furthermore, CONTRACTOR shall deliver to EMPLOYER copies of all plans, drawings, specifications and other documents which EMPLOYER shall be entitled to use in accordance with the Agreement.

17. Suspension

- 17.1 In the event that the parties are rendered wholly or partially unable to perform their obligations under this Agreement due to labour strike, public protests, manifestations, blockade of streets and/or riots hindering the continuation of the Services or the works at the Project Site or resulting in a standstill of the Services and/or the works on the Project Site, then EMPLOYER shall have the right to immediately suspend the performance of Services by written notice to CONTRACTOR.
- 17.2 Under such circumstances each party shall bear its own costs incurred due to such suspension and shall exercise all reasonable efforts to mitigate or limit damages to the other party. During such period of suspen-

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- sion the parties shall protect and preserve their respective part of the works.
- 17.3 CONTRACTOR shall be obliged to resume the performance of its obligations hereunder immediately upon EMPLOYER's written notice to do so, but in no event later than within three (3) Business Days after receipt of such notice.

18. Force Majeure

- 18.1 The term "Force Majeure Event" shall mean any event beyond the control and without the fault or negligence of the party or parties whose performance hereunder is delayed in consequence of such events, including, but not limited to, acts of God, expropriation or confiscation of facilities, acts of war, rebellion or sabotage, fires, floods, explosions, riots, unavoidable delays in delivery or transportation (including unusual or unforeseeable ocean conditions), unavoidable casualties or lightning.
- 18.2 If CONTRACTOR or EMPLOYER is rendered wholly or partially unable to perform its obligations under this Agreement because of the occurrence of a Force Majeure Event, that party will be excused from whatever obligations that are affected by the Force Majeure Event to the extent so affected, provided that:
 - a) the affected party gives the other party written notice, within three (3) Business Days after becoming aware of the Force Majeure Event latest, describing the particulars of the occurrence known to such affected party, including an estimation of its expected duration and probable impact on the performance of such party's obligations hereunder;
 - b) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event taking into consideration intervening causes;
 - the affected party shall use all reasonable efforts to continue to perform its obligations under this Agreement to the extent that performance is not excused; and
 - d) when the affected party is able to resume performance of the affected obligations under this Agreement, that party shall give the other party written notice to that effect and the affected party promptly shall resume performance under this Agreement.
- 18.3 The party affected by the occurrence of a Force Majeure Event shall exercise all reasonable efforts to mitigate or limit damages to the other party and each party shall bear its own costs incurred due to such Force Majeure Event. During any period of suspension due to a Force Majeure Event the parties shall protect and preserve their respective part of the works.

18.4 Either party shall have the right to terminate this Agreement then not completely carried out upon not less than thirty (30) Business Days prior written notice to the other party, if the occurrence of a Force Majeure Event affecting the parties' performance hereunder continues for three (3) consecutive months; provided, however, that such party has complied in all material respects with the terms and conditions specified in this Section 18.

19. Insurance

Throughout the term of this Agreement and until any and all Services by CONTRACTOR which are covered by this Agreement are completely performed, whichever is the later, CONTRACTOR shall procure and maintain

- general liability insurance with a coverage of up to EUR 2.5 million per incident and up to EUR 5.0 million in the aggregate per year
- n Employer's Liability Insurance in respect of CONTRACTOR's liability as employer against accident causing death or injury to the CONTRACTOR's employees according to applicable law at the Project Site
- CAR Insurance, with coverage in the name of the CONTRACTOR, EMPLOYER, Nordex Energy GmbH and EMPLOYER's Employer in respect of the Work and the CONTRACTOR's equipment for their full replacement value against loss or damage however caused, until the issue of the Substantial Completion Certificate

Upon EMPLOYER's request CONTRACTOR shall deliver to EMPLOYER certificates evidencing the insurance coverage as set out herein and the payment of the insurance premium. To the extent that CONTRACTOR does not evidence the required insurance coverage, EMPLOYER is entitled to procure and maintain such insurance coverage at the expense of CONTRACTOR.

20. Confidentiality and Data Protection

- 20.1 EMPLOYER may disclose to CONTRACTOR certain non-public information including without limitation technical, product, marketing, financial, personnel, planning, and other information to be considered as confidential information ("Confidential Information"). Confidential Information marked "Confidential", "Proprietary", or similar language may be orally so designated or may not be marked or designated but is nevertheless non-public information of EMPLOYER.
- 20.2 CONTRACTOR shall use Confidential Information only as expressly permitted by this Agreement, and shall limit the disclosure of Confidential Information to employees or agents of CONTRACTOR who have a need to know such Confidential Information for purposes expressly authorised by this Agreement, and who are bound in writing by confidentiality terms no less restrictive than those contained herein. CONTRACTOR shall notify EMPLOYER immediately if CONTRACTOR learns of any misappropriation

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or misuse of the Confidential Information, and shall cooperate with EM-PLOYER to prevent such misappropriation or misuse. CONTRACTOR shall return to EMPLOYER or destroy all Confidential Information upon written request or upon expiration of this Agreement and shall certify in writing that it has done so.

20.3 Furthermore, EMPLOYER and CONTRACTOR undertake to comply with the data protection provisions applicable to personal data.

21. Default and Termination

- 21.1 Without prejudice to Section 13.2, both parties shall be entitled to terminate the Agreement in the event that
 - a) CONTRACTOR is in material breach of any of its obligations under the Agreement and such default condition is not cured within twenty (20) Business Days; or
 - b) CONTRACTOR voluntarily commences bankruptcy, insolvency, moratorium or similar debtor-relief proceedings, or shall have become insolvent or generally does not pay its debts as they become due, and such default condition is not cured within thirty (30) Business Days.
- 21.2 Either party's rights to terminate this Agreement for due cause shall remain unaffected.
- 21.3 Termination of this Agreement shall be without prejudice to any other rights or remedies which a party may have against the other under this Agreement or otherwise, and termination of this Agreement shall not constitute a waiver, release or estoppel by either party of any right, action or cause of action it may have against the other. The termination of this Agreement shall not:
 - a) relieve either party of its obligations with respect to the confidentiality of the other party's information as set forth in Section 20 hereunder:
 - b) relieve either party of its obligations under Section 14 and the Annexes referred to therein;
 - c) relieve either party of any obligation in this Agreement which expressly or by implication survives termination hereof; and
 - d) shall not relieve either CONTRACTOR or EMPLOYER of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such termination or arising out of such termination subject to the indemnification and liability provisions as well as to the limitation of liability set forth in this Agreement.

General Terms and Conditions

22.

Annual Section 1997

The rights and obligations of the parties hereunder, as well as between CONTRACTOR and EMPLOYER under this Agreement, shall exclusively be governed by the terms and conditions hereof. Any general and or standard terms and conditions of CONTRACTOR and/or EMPLOYER, or any similar provisions, shall not be applicable.

23. Applicable Law and Jurisdiction

This Agreement hereunder shall be subject to Turkish material law without reference to conflict of law principles. Exclusive venue for all disputes arising out of or in connection with this Agreement shall be Istanbul/Turkey.

24. Miscellaneous

- 24.1 This Agreement is construed in the English language. All documents or documentation to be prepared according to this Agreement shall be in the English language. Any correspondence between the Parties shall be in English unless otherwise agreed.
- All Annexes, exhibits and appendices attached to this Agreement are incorporated by reference herein for all purposes. In the event of any inconsistency between this Agreement (exclusive of the Annexes) and any of the Annexes, or among the Annexes, the interpretations set forth in this Agreement (exclusive of the Annexes) shall prevail over any of the Annexes.
- This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto. There are no other oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. This Agreement may be modified or amended only by an instrument in writing signed by all of the parties hereto.
- The invalidity of one or more phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. Any invalid provision hereof or any lack of provision shall be deemed replaced by a valid provision the parties hereto would have stipulated if they had been aware of such invalidity or lack at the date hereof.
- 24.5 This Agreement shall be effective on, and shall be binding upon, the parties hereto upon the full execution and delivery of this Agreement as of the date and year hereof.
- 24.6 At the end of this agreement a meeting for evaluating the performance of the CONTRACTOR shall take place. Therefore the EMPLOYER shall invite the CONTRACTOR.

24.7 EMPLOYER shall be entitled to subcontract or assign or transfer the whole of the Agreement. The CONTRACTOR, in particular, hereby consents to an assignment or transfer of the whole of this Agreement by the EMPLOYER to any of its affiliates within the Nordex' group of companies.

Istanbul, Turkey, 18.04.2011

Prices

Annex 5

Istanbul, Turkey, 18.04.2011

Nordex Enerji A.S.

NORDEX ENERJI A. Sroje Taşımacılığı & Yük MüHavaalanı Kavşağı EGS Business Park
Blokları B1 Blok K:15 No:451-452-453
34149 Yeşilköy - ISTANBUL
Bakırkoy V.D.: 631 056 1140

Annexes:

Annex 1 Project Information, Planning, Schedule, Erection Teams,
Annex 2 Scope of Services, Tools

Annex 3 Technical Specifications

Annex 4 EMPLOYER's Health and Safety Standards

Annex 1-1

Project Information

Number of WTG's und Type: 6 x N90/2,500KW (HS) Gamma, R80 Rev. 4

Client:

Innores Elektrik Üretim A.Ş.

K.V.K. Plaza, Bayar Cad Gülbahar Sok. No:14

Kozyataği 34742-Istanbul

Turkey

Place:

INNORES ELEKTRIK ÜRETIM A.S.

Ismailli – Koyuneli Köyü Mevkii, Yuntdag RES, Bergama – Izmir, Turkey

Annex 1-2

n/a

Annex 1-3

Times to be achieved by CONTRACTOR, realised within the time frame of the planning:

Erection	Finishing
14 hours per WTG	4 Business Days per WTG

Finishing shall start within one (1) day after end of erection for every WTG, unless instructions of EMPLOYER's responsible person are different.

For additional time due to reasons which don't lay in EMPLOYER's responsibility CONTRACTOR cannot demand any further payment.



Annex 1-4
Erection Team

No	Name	Function	Qualification	Required Medical Examination	Acquainted with PSA-Fall Protection System and able to use it	General and Specific instruction for occupational health and safety	First Aider Training
1	Serkan KARAKOC	Team Leader&Site Man.	Certified Technician or equivalent	x	x	х	x
		1 CONTRACTOR STORES	Certified Technician	····			
2	Ufuk OZTURK	Team Leader Erection	or equivalent	X	X	Х	Х
3	Okan YILMAZ	Electrician	Certified Technician or equivalent	×	x	x	x
			Certified Technician or equivalent				
4	Doğukan ATES	Electrician	Certified Technician	X	X	X	X
5	Engin AYDEMIR	Electrician	or equivalent	×	X	x	Х
	1		Switch Operation				
6	Gokhan DELICE	Electrician	Authorization until 30 KV	X	X	Х	Х
7	Feramuz AKTAS	Electrician	Switch Operation Authorization until 30 KV	x	x	X	x
8	Gokhan KAN	Electrician	Switch Operation Authorization until 30 KV	x	x	x	x
1							
	Turgay UYAR	Electrician	EFA for defined work	X	Х	X	Х
10	Nurettin ONER	Metalworker	EFA for defined work	X	X	X	Х
11		Metalworker	EFA for defined work	Х	Х	X	Х
<u> </u>	Ufuk UZEL	Electrician	EFA for defined work	X	X	Х	X
13	Hakan ATALAR	Metalworker	EFA for defined work	X	X	Х	X
14	Osman DEMIRCAN	Electrician	EFA for defined work	X	X	х	Х
15	Tayfun KOCAMAN	Metalworker	EFA for defined work	×	х	х	х
16	Onur KURT	Electrician	EFA for defined work	X	х	х	Х
17	Bunyamin YILDIZ	Electrician	EFA for defined work	x	X	x	x

Adjustments to this list shall be made only by means of an instrument in writing upon mutual agreement of CONTRACTOR and EMPLOYER.





Annex 2-1

Scope of work for erection of 6 WTGs in Yuntdag Extension windfarm in Turkey

General Responsibilities of CONTRACTOR as listed below:

General

- CONTRACTOR to provide insurances as per clause 19 of the Agreement
- erection, mechanical and electrical completion of the WTG (including ancillary
 equipment and all related components such as switch board, tower incl. lifts, nacelle, hub, rotor blades etc. on the existing foundation) at the Project Site by
 means of a qualified and experienced staff including a project manager
- coordination of the erection and completion processes with the involved crane and transport company prior to and during the erection and completion phase and management of erection and completion by CONTRACTORs supervisor
- documentation of installation progress on forms provided by EMPLOYER, per WTG
- CONTRACTOR shall perform any work on site according to the rules of Health,
 Safety and Environment provided by EMPLOYER and country specific regulation.
- unloading of delivered parts, components, EMPLOYERs site facilities containers and ancillary equipment on the Project Site are at another staging area close to the Project Site
- cooperation with the Nordex Quality department during the inspection of the completed Work
- CONTRACTOR will provide two sets of 30 kVA electrical generators on site with appropriate fuel to ensure performance of generators during work hours.
- Finishing and cleaning of each WTG prior to "substantial completion" notice
- Total duration of project shall be 2 months from first installation of turbine. In case EMPLOYER shall require a shorter duration of project, CONTRACTOR shall provide additional technicians to reduce duration of project

Personnel

- Provision of appropriate and certified personal protection equipment to operate on site and in heights
- All certicates of personnel to be presented to EMPLOYERS site manager at least in English, better in English and German

Specific Requirements

- Installation of converter and switchgear
- · Connection of cables between terminals between switchgear and transformer
- Installation/ connection between transformer and converter
- Installation/ connection of emergency lights along the tower and relevant cables
- Earthing to be connected inside segment between tower bottom segment and earthing network from foundation
- High voltage connection on medium voltage switchgear and transformer
- Fiber optical connections
- Electrical and mechanical completion of lift to tower inserts and winches, followed by adjustment of lift system
- Completion of generator cooling system (completion of system with tubs and related mounting material, filling of system with cooling liquid peovided by EMPLOY-ER and visual check to find and repair any leakages
- Placement of fire extinguishers, warning signs (20 to 25 per WTG)
- Sealing tower where necessary



Annex 2-2

Tools to be provided from EMPLOYER

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######################################		Drehmoment- schlüssel 1/2"		-		06/08N	0-100 Nm				4 Million Andrews	***************************************
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Manual M		X NO X DE LA VIOR DE L		đχ ,≧	Erection 4: Werkz	on Conta eugcont	Erection Container / Errichtungscontainer Typ A: Werkzeugcontainer mit Aggregat und Werkbank Type A: Toolcontainer with Generator and Workbench	tungscon gregat ur ator and V	tainer id Werkba Vorkbend	Ť.		DokN: NX_F_IN_0076 Revisor Pages 12
Beschreibung An. SAP Nr. WTG Size Lange Lange Erstreck Vorhanden & Nicht vor.	Respons PM - P	bi orpamen roject Management	Total Colonia and		rp bas	THE PRODUCTION OF THE PROPERTY AND ADDRESS.						chretan:
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Al. Einsätze 1 N80,80 95mm² 2.l. Inserts N50,62 240mm² ent 5 N60,62 1 N60,62		Elektrowickel Electrical Toolset	inkl. sämil. Zubehör, Zangen, etc.			N80.80 S70,77 N60.62	And the state of t				Advanta	Administration of the state of
ent 5 N60.62		Klauke Point-clamp	inkl. Einsätze incl. Inserts	The second of th	880	N80.90 S70.77 N60.62	95mm² 185mm² 240mm²	The second secon		V-112-00-00-00-00-00-00-00-00-00-00-00-00-00	The state of the s	
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Prepart	Responsible Describent Plate Project Managonett	gradies (many prior a spike a del a dela sensità (metable III) metable a le Colonia del anciento del manuel de	Sagnada de la composition della composition dell	ep 80%	COLUMN TARREST AND A TARREST A		And the state of t	A SOCIAL VIOLENCE AND A SOCIAL STREET, A	er en	- America Antonio (18 de july - Amer	enceron En
1.6. H	Bezeichnung Description	Beschreibung Specification	An.	SAP Nr.	Anlage VATO	Große	Arbeits - länge Working Length	Gestreckt e Lange Streched Length	Gestreckt Vorhanden & e. Länge einsatzbereit Streched Existent & Length Ready for Use	Nicht vor- handen bzw. defekt Missing or Defect	Bemerkungen Remarks
We then Constant	Muffe B 1/2" Bushing R 1/2"	A CONTRACTOR OF THE PROPERTY O	The state of the s	and the state of t	CA Francisco	The state of the s	No.	The second secon	distinct the state of the state	Salah arranga	_{lis} _A y pepti a announament a r u wy A _r uga i amment i a r u u u u u u u u u u u u u u u u u u
Vienemanni Vickemanni	Enerpacadapter für Pumpe			www.hollin.veft.gem.pr.vermi.htv.Verdyn	Ç ŞEBN	And the second s	And the second of the second o	Control of the Contro	and the second s	and the state of t	en de la companya de
Imric	Unitichter Comerte:										
The state of the s	Weaser pumpe für Kuhlung Waterpump for Cooling			manumaka teran serien e dele alla dele dele del del del del del	B						



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.www.	N SOBORX		Typ.	A: Werkz	eugcontz Icontaine	Typ A: Werkzeugcontainer mit Aggregat und Werkbank Tyne A Toolcontainer with Generator and Workbench	gregat un ator and V	d Werkbal	충		Pages: 12
Responsib	Respons Die Department	A CONTRACTOR OF THE CONTRACTOR	·	rpBox		***************************************		**************************************			ciarification P
PM . Pr	PM - Project Management										
3 2	Bezeichnung Description	Beschreibung Specification	An. zahl	SAP Nr.	Anlage V/TG Type	Grüße Sìze	Arbeits- länge Working Length	Gestreckt e Länge Streched Length	Vorhanden & einsatzhereit Existent & Ready for Use	Nicht vor- handen bzw. defekt Missing or Defect	B emerkungen Remarks
Fund	Fundament (optional, abhangig von Turm!) Foundation Tools (depending on Towertype!)	gig von Turm!) Founde	tion Tools (depending	on Towerty	(jed					
	Emer	No. of the Control of	80		N80.90						
5 ₇₄	Bucket				N60.62						On the control of the second o
	Wasserfass	THE REAL PROPERTY OF THE PARTY	2		06/09N	501					
	Waterdrum				S/U/// N60,62					90 milion 499 China	
	Consissed of the State of Contractions	- LANCE OF THE PARTY OF THE PAR	2	The state of the s	06/08N	The state of the s	William Control		No. distance of the second	A. Contractive Con	
	Operation workworker		í		S70/77				****		
					N60.62				(LACORET CONT.)		A THE RESIDENCE OF THE PARTY OF
	Holzklölze		90		06/08N					Anauriaran	
	Woodblocks				S7077 N60.62	and AMPRICAL					
	Schalung	The same of the sa	20		06/08N	2,5 m	20 m	•	Anger fully so-	Annual and a second a second and a second and a second and a second and a second an	
	Form Boards				S/U// NG0/62			ANI SAAA			
The state of the s	Maurerkelle		-		08/08N						
	Brick Trovel				N60/62						
Declarity	Einlegeplatten	A Commence of the commence of	ļ		1	(20,105,2,1					
	Compensating Plates			•	S70/77 N60.62	er)				and the second s	To the second se
	Nivelliergerät	Hebebock und			N80.90				-		
	Theodoilte	Niessstab Seim and Maasuring			NSD 622						
		Stick				**************************************		-			
		With the second	A COLUMN TO A COLU								

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Erection Container / Errichtungscontainer
Typ B: Anschlagmittelcontainer Type B: Lifting Accessories

	Bemerkungen Re- marks								
	Nicht vorhanden bzw. defekt Missing or Defect				, and the state of				
	Vorhanden & einsatzbereit Existent & Ready for Use								
	Gestreckte Länge Streched Length								-
The second secon	Arbeits- länge Working Length			40 m	50 m	10 m	10 m	0,5 m	0,5 m
	Größe Size		230 V/400 V	230 V	400 V	230 V	230 V	400 V	400 V
NAME AND ADDRESS OF THE PARTY O	Anlage WTG Type		N60/62N80/90 230 V/400 V S70/77	N80/90 S70/77	N80/90 S70/77	N80/90 S70/77 N60/62	N80/90 S70/77 N60/62	N80/90 S70/77 N60/62	N80/90 S70/77 N60/62
	SAP Nr.								
	An- zahi Amount		-		*	ო	က		at Limited
THE PARTY OF THE PROPERTY OF THE PARTY OF TH	Beschreibung Specification	nponents			32A Stecker - 16A Buchse	Standard Gummi Stecker/Kuppl. Standard Rubber Male/Female	Euro Ste- cker/Kupplung <i>Euro</i> <i>Male/Female</i>	63A / 32A	32A / 16A
Assessment Assessment Assessment (Assessment) Include Assessment A	Bezeichnung Description	Elektrotechnik Electrical Components	Notstromgenerator klein - 12 kVAr Small Generator	Kabeltrommel Cab- ledrum	Verlängerungskabel Extention Cord	Verlängerungskabel Extention Cord	Verlängerungskabel Extention Cord	Kabeladapter Cableadapter	Kabeladapter
And a factor	Ř.	Elektro				ALLE TO THE PROPERTY OF THE PR	A CONTRACTOR OF THE STATE OF TH		

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0,5 m			ca. 80		To All Andrews			
230 V	35 t	35 (351	32 t
N80/90 S70/77 N60/62	N80/90 S70/77 N60/62	N80/90 S70/77 N60/62	N80/90 S70/77 N60/62	080/80	N60/62	N60/62	S70/77	N80/90
								•
~	2	-	2	m	2	N	~	2
EU230V Stecker- 230V Kuppl. EU230V Male / 230V Female			Montage Turman- schlag				Sternmontage As- sembly in Starcon- fig	Sternmontage & Einzelblattmontage Assembly in Starand Singleblade
Kabeldapter	Turm Anschlag Oberteil per Tower Lifting Jig	Turm Anschlag Boden Lower Tower Lifting	Rohr für Turman- schlag Pipe for Lifting Jig	Anschlag Drehen u. Transport Lifting Jig for Turn-	Flügelanschlag LM Blade Lifting Jig LM	Flügelanschlag NT / APX Blade Lifting Jig NT / APX	Anschlag Stern/Blattlager Lifting Jig Star /	Anschlag Stern/Blattlager Lifting Jig Star / Bladekearing
	Anna ya shandada da sa	Water property of the control of the	A CONTRACTOR OF THE CONTRACTOR	-	411	And the second s	and the state of t	

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				4	8 m	12 m	ш 9	ш <i>)</i>		, and the second
CLY	170 mm	180 mm		2 B	4 m	E 9	3 m	3,5 m	E 8	ш 9
	M27	M30	Li Jayan III	40 t	40 t	40 t	25 t	25 t	6	19
N80/90	N80/90	06/08N	N80/90 S70/77	N80/90 S70/77	N80/90	N80/90 S70/77	N80/90 S70/77	S70/77	N80/90 S70/77 N60/62	080/80
-	9	Q	9	7	rs es	es .	2	2		4
				Sternmontage	Gondelmontage Turmmontage	Turmmontage	Gondelmontage	Gondelmontage	div. Einsätze	A control of the cont
Anschlag Triebstrang Lifting Jig Drivetrain	Bolzen für Turmbe- schläge Bolds for Towerjigs	Bolzen für Turmbe- schläge Bolds for Towerjigs	Distanzhülsen für Bolzen Bold Sleeves	Rundschlinge Lif- ting Sling	Rundschlinge Lif- ting Sling	Rundschlinge Lif- ting Sling	Rundschlinge für Gondel Lifting Sling Nacelle	Rundschlinge für Gondel Lifting Sling Nacelle	Rundschlinge Lif- ting Sling	Rundschlinge Ein- zelmontage Lifting Sing Single Mount

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- And a designation of the minimum and a second	ALTER AND THE STATE OF THE STAT				in the second se	- Oracin	TATAL TATAL THE TATAL TA	TOTAL ACTION AND ACTION ACTION AND ACTION AND ACTION AND ACTION AND ACTION ACTION AND ACTION ACTION AND ACTION ACTION AND ACTION	-
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w hadrid	The state of the s	40 A Saint 10							
3 m	5 E	0,5 m				A SQUARE TO A SQUA			E .
5 t	3 t			55 t	35 t	25 t	17.t	9,5 t	-
N80/90	N80/90	N80/90 S70/77	N80/90 S70/77	N80/90	N80/90 S70/77	N80/90 S70/77	N80/90 S70/77	080/80	N60/62
N	2	10	2	က	w	4	4	4	
			And the second s	Gondelmontage Nacelleinstallation	Turmmontage To- werinstallation	Gondel- & Naben- montage Nacelle - and Hubinstallation	div. Einsätze Various Applica- tions	Generatormontage Generator Installa- tion	div. Einsätze Various Applica- tions
Rundschlinge Ein- zelmontage Lifting Sling Single Mount	Rundschlinge Flügel 2Krane Lifting Sling for two	Rundschlingen- verstärkung Lifting Sling Bracing	Flügelhaltetaschen Bladejigs	Schäkel Shackle	Schäkel Snackle	Schäkel Shackle	Schäkel Shackle	Schäkel Shackle	iffing Strap
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				and the second s					
		Act also distribution distribution							
е ш	10 m	10 m	10 m	31 m	18 m		8 8	E E	1,50 m
**	e i	<u>.</u>	101	4	14 t	31,5 t	21 t	2 t	n G
N80/90	N80/90 S70/77	N80/90 S70/77	06/08N	N60/62	N60/62	06/08N	N60/62	N80/90 S70/77	N80/90 S70/77
N	2	2	2		7		130	2	_
div. Einsätze Various Applica- tions	div. Einsätze Various Applica- tions	div. Einsätze Various Applica- tions	div. Einsätze Various Applica- tions	Flügelmontage Bladeinstallation	Flügelmontage Bladeinstallation	Triebstrang & Gondel ohne Nabe	Gondelmontage Nacelleinstallation	div. Einsätze Various Applica- tions	div. Einsätze Various Applications
Lifting Strap	Lifting Strap	Lifting Strap	Lifting Strap	Lifting Strap	Lifting Strap	Kette gelb Yellow Chain	Kette zweistrang V-Chain	Doppelkette schwarz / gelb Twin Chain	Kettenzug Chain Hoist

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						THE REAL PROPERTY OF THE PROPE				
	230 mm	250 mm	900 mm	600 mm	400 mm	300 mm	700 mm	450 mm	300 mm	
9	M27	M27	M36	M36	M36	M36	M30	M30	M30	
N80/90	S70/77	S70/77	N80/90	06/08N	06/08N	06/08N	N60/62	N60/62	N60/62	N80/90
	-		8	r	A CONTRACTOR OF THE CONTRACTOR	-	n	4		4-
div. Einsätze Various Applications	Gondelmontage Nacelleinstallation	Gondelmontage Nacelleinstallation	Flügelmontage Bladeinstallation	Flügelmontage Bladeinsfallation	Flügelmontage Bladeinstallation	Flügelmontage Bladeinstallation	Flügelmontage Bladeinstallation	Flügelmontage Bladeinstallation	Gondelmontage Nacelleinstallation	
Kettenzug <i>Chain Hoist</i>	Arbor	Arbor	Arbor	Arbor	Arbor	Arbor	Arbor	Arbor	Arbor	Drehmotor Rotation Motor



			And the state of t			250 m	Andreas	3,2 m
		A shake the shak				12 mm	1751	
 S70/77	N60/62	N80/90	N60/62	N80/90	S70/77	N80/90 S70/77 N60/62	N80/90 S70/77 N60/62	N80/90 570/77
-	~			-		2	7	2
			A A A A A A A A A A A A A A A A A A A		705-707-707-707-707-707-707-707-707-707-	Gondel- Flügel- montage <i>Nacelle-</i> and Blade Installa- tion	für Nylonseil	Abstützung Flügel
Drehmotor Rotation Motor	Drehmotor Rotation Motor	Drehmotorkiste Controlbox	Drehmotorkiste Controlbox	Pitchkiste Pitchbox	Pitchkiste Pitchbox	Nylonseil Nylonrope	Container mit Rädern Ropedrum with	Blattstange mit 2 Verlängerungen Bladecarrier with two



				and the same of th				
	800 mm	300 mm	W				The state of the s	
N80/90 S70/77	N80/90 S70/77	N80/90 S70/77	N80/90 1000 W S70/77 N60/64	N80/90 S70/77 N60/65	N60/62	N60/62	N80/90 S70/77 N60/65	N80/90
4		2	2	2	1	*	-	3 SAP 1009094
								AST 2612
Plattform für Blattstange Platform for	Blattschoner Bladesaver	Blattschoner Bladesaver	Halogenlampe mit Ständer Halogen- Iamp with rack	Schildständer Sign- carrier	Nabenleiter Hublad- der	Nabenblech Hub- sheet	Transporttonne Transportbarrel	Sicherheits- geländer Safty- fende

	CHINAMINE THE PROPERTY OF THE	A COLUMN TO THE PARTY OF THE PA		ALLEGA MARINE PROPERTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PART		- Commence of the last of the		, a	The state of the s		Z Z Z Z
-9	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		4	TVB C	ngswerk. : Werkze	A _ ∕ abha:	Errichtungswerkzeuge / Erecuon Tools Tvb.C: Werkzeuge / Tvbe.C: Tools	<u> </u>			
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Lfa _c .	Bezeichnung Description	Bezeichnung Description Beschreibung Specification	An- zahl Amount	SAP Nr.	Anlage WTG Type	Größe	Arbeits- länge Working Length	Gestreckt c Lange Streched Length	Vorhanden & cinsatzbereit Existent & Ready for Use	Hight vor- handen bzw defekt Missing or Defect	Benkakurgen Remarks
	Werkzeugliste Subuntern	Internehmer (min) / Toollist Subcontractor (min)	Tooliist	Subco	ontracto	yr (min)		and the state of t			
- Coloring remember 11 Coloring remember 12 Colorin	Abisolierzange Stripper	0,08-1,0 gmm	The state of the s		N60 S70 N80.90			and the latest and th	12,000	Annual VIII in the latest and the la	
	Abisollerzange Strøper	1,0-6 qmm	-		N60 S70 N80/90			- Janes		And the second s	
	Akku-Bohrm + Schräuber R+L Cordess Driff		•		N80 S70 N80/90				graduation and the state of the		
	Arbeitsschutzbrille Safety Glasses		Ð		N80 S70 N80/90		20 AV (-ming) 1 m m m m m m m m m m m m m m m m m m			Annual Films	
A)	Crimpzange Crimping Tool	CTI6 D, 5-6 amm	-		NGO S70 NBO/30	A CONTRACTOR OF THE PROPERTY O		- Department of		Actinis of 10 (diginary to an accompany)	11 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (
	Crimpzange Crimping Tool	PZ 6/5 0,25-6 amm	+		080 870 N80/90	Control of the Contro	-				
A CONTRACTOR OF THE PROPERTY O	Aderendhülsenz ange Cumping Tool	0,14-6 qmm	,		870 870 N80/90		jaja de l'amente de		A La Caracterista Const.	A cycles of the state of the st	ALL PRINCIPLES CONTRACTOR CONTRAC
	Drehmomentenscht Torquewrench	300-1000 Nm 3/4"	-		N60 S70 N80.90				and the second s	h_max/Viewpip	
AND THE PROPERTY OF	Drehmamentenschl. Torquewrench	60-330 Nm 1/2"	ţ	A COMMISSION OF COMMISSION	N80/80	AAAA		And apply to the second of the	Transversander	The state of the s	
and the same of th	Drehmometer Torguetix Torquemeter Torquetix	10-100 Nm 1/2"	-		870 870 N80/90	Control of the Contro		Ellulos A André d'en la manual de la companya de la	and the same of th	I I I I I I I I I I I I I I I I I I I	a and a second Annual Annual Second and the second and the second annual
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	HSS Spiratbohrersatz WSS Drittset	338 1-13 mm	_		N60 S70 N80⁄80				10 y		
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	SteckschlEinsatz Socket	32 27mm 1/2' CV	_		N60 S70 N80/80	- Inches			Meralpoxies		
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Monte	Steckschlüsselgamitur 1/2" Socket Set 1/2"	10-32mm	-		N60 S70 N80/90						
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	Stiftschlüsselsatz	2-10mm E-Top			N60 S70 N80/90					An appropriate to	
	Vergrößerungsstück Socket Converter	1/2" auf 3/4" KB 193	-		N60 S70 N80⁄90					AMERICA PLANT	
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	Verlängerung Extertion	3/4" x200mm Nr. 3290-8			N60 S70 N80/90					1100000	
	Verlängerungskabel Extertion Cord	220V 50m			N60 S70 N80/30				- Constant of the Constant of	\$ 2 - A - A - A - A - A - A - A - A - A -	And the second s
	Werkstatffeilensatz 5tlg. File Set		¥—		N60 S70 N80/30						
	Winkelschleifer Ange Grinder	125mm			N60 S70 N80080				A CONTRACTOR OF THE PARTY OF TH		
	Bozenschneider Bold Cutter	610 mm V BW nr.:930	,		N60 S70 N80%0		-		The state of the s		
	Fühlerlehre Thickness Gauge	0,03 • 1 mm	—		N60 S70 N80/30	-	д серезинент серезинен		Section 1		

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	Stecknuss Torque Tool Socket	1" kurz 46mm=1 13/16			N60 S70 N80/90						
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	Stecknuss Torque Tool Socket	1" kurz 55mm			N60 S70 N80/90						
	Stecknuss Torque Tool Socket	1" kurz 60mm			N60 S70 N80/90				and the second s	A CONTRACTOR OF THE CONTRACTOR	
	Vierkart Werkzeug Torque Tool	5-MXT 1.1/2"	*		N60 S70 N80⁄90		The state of the s		Type to the first of the second of the secon		L LUNGGAANGE
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	Stecknuss Torque Tool Socket	1.1/2" kurz 50mm	L		N60 S70 N80390				man Hadalahawa Lawa	marifold as a state of the	
	Stecknuss Torque Tool Socket	1.1/2" kurz 55mm			N60 S70 N80/90					- Anna Anna Anna Anna Anna Anna Anna Ann	



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Socket 1,11/2 lang 70=		Stecknuss Torque Tool Socket	1	-		N60 S70 N80/90				**************************************		
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	230V Ladegerät 230V Charger		4		N60 S70 N80/90						
	Lederfaschen Carrying Fouch		43		N60 S70 N80/90				and the second s		
12	Trageriemen Shoukter Strap		ħ		N60 S70 N80/30		The state of the s	***************************************			



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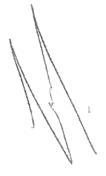
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Annex 3 Technical Specification/ Data Sheets:

CONTRACTOR will be updated permanently by EMPLOYER's Site Management Dpt. with all upgraded documents.





Annex 4-1

General Overview EMPLOYER's Health and Safety Standards

The actual valid Health and Safety Standards of the country where erection takes place shall be obeyed by the CONTRACTOR likewise the German Law. Always minimum standards are determined by the Germany Law.

Basic Principle:

For accomplishment and carrying out of an order all valid accident prevention regulations shall be obeyed. Other occupational health and safety rules and general technical and occupational medicine rules shall be applied.

Job Safety

- Every vehicle shall be equipped with:
 - Security Equipment for Electrical Work
 - o Rescue Equipment
 - Abseiling Equipment
- Training for employees shall be documented and traceable
- Final examination of every PSA for fall protection shall be exercised from an enabled person and shall be documented in a traceable manner.
- Personal security equipment shall be used in accordance with the specifications, written in Annex 4 2 of this Frame Agreement.

Tools

- Solely tools shall be used, which are in accordance with Job Instruction NX WI 7601
 - "Calibration of tools and inspection equipment". Every tool shall be examined and cleared by EMPLOYER.
- From EMPLOYER rented tools shall be invoiced to the supplier.
- Outgo and return of tools which are rented from EMPLOYER shall be documented in a proper manner. Eventual damages shall be recorded and invoiced to the supplier.

Requirements to Staff

- Electrical Training
 - o Electrician: Switch operation authorization until 30 KV
 - Metalworker: EFA for defined work or EUP
- · Required Medical examination
 - o G41 Ability to working on heights
 - o G20 Noise
 - o G25 Fitness to drive
 - o G26/1 Breathing protection
- Fluency
 - Supervisor shall have a good command in English
 - o Electricians and metalworker shall understand English
- Acquainted with PSA-Fall Protection System and able to use it
- General and specific instruction for occupational health and safety
- First Aider Training
- Forklift permit as documentation of training

The documentation of all required qualifications shall be available at conclusion of this Frame Agreement at latest.

Always all documents of this qualifications of this annex shall be available on every site where the CONTRACTOR works for EMPLOYER.



Annex 4-2 Specification for personal security equipment/NX_HS_0018_DE

Pos.	Pos. SAP - No. Equipment	Equipment	Amount Size	Size
	26860	arness ARG 50	: :::	4
		SIZE 1 (3= 4Z-4+1)		
C	26659	Catching Harness ARG 50		46
V		Size 2 (Standard = 46-56)		
	26861	Catchin Harness ARG 50		α
Y)		Size 3(XXL = 58-64)		3
4	26660	Fastener with Y-Longe 1,80m		
N	26664	Holder Rope 2 m	100000000000000000000000000000000000000	
<u>ω</u>	26661	Catching Device 10 m rope		
	26662	Strap Sling 25 mm		
		THE PROPERTY OF THE PROPERTY O		

Ø	22087	Coated Core Rope Haca Type 0529.72	
0	26665	Safety helmet ULTRA LIGHT - blue with white Nordex Logo	
10	26696	Safety helmet ULTRA LIGHT – white with black Nordex Logo	
T T	26666	Helmet hood / Wind stopper	
12	26663	First Aid Minikit	
17	26668	Storage Bag for Harnesses and Ropes 380 X 500 mm	4 1 4 1 4 1 4 1 4 1 4 1 4 1 4 1 4 1 4 1
141	26667	Equipment Rucksack – Volume 32l	
1			



Annex 5-1

Price for erection and finishing (including rectification of to-do-list items) per WTG:

EUR 23.000,- (= Total for 6 WTGs: EUR 138.000,-)

This price is to be understood as lump sum price per sole WTG.

Annex 5-2

Mob/Demob/ Travel/ Accommodation lump sum price

EUR 7.500,-

Annex 5-3

Others

Additional work, per hour per man	A A A A A A A A A A A A A A A A A A A
Only when signed off by EMPLOYER's Site	9
Manager	EUR 25,-

Additional Costs shall be countersigned by EMPLOYER's site manager.

