EXHIBIT 1 – MAIN TERMS
WIND TURBINE SUPPLY AGREEMENT (WTSA)

Vestforsyning Erhverv A/S
Gedmosen

This document contains a set of main terms which the tenderers must incorporate into the wind turbine supply agreement provided as part of their offer to the extent set out in these Main Terms.
Main Terms, on which Contractor shall deliver, erect and commission the WTGs, including the Associated Equipment, (such terms to be incorporated into a Wind Turbine Supply Agreement ("WTSA") to be provided by the Tenderer as part of the Offer).

As set out in the Tender Documents, the tenderers are obliged to submit a proposal for a WTSA as part of their Offer. The tenderers must ensure that the items and terms contained in these Main Terms form an integral part of the WTSA.

Note that provisions marked with both "MR" and bold-faced type are considered minimum requirements, which cannot be deviated from.
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1. The Parties

Vestforsyning Erhverv A/S,
CVR no. 26350697
Nupark 51, Måbjerg
7500 Holstebro
Denmark

(The "Employer")

and

[The Contractor]
(CVR no. [the Contractor's CVR no.])
[The Contractor's address]
[The Contractor's postal code/city]
[The Contractor's country]

(The "Contractor")

The Employer and the Contractor are hereinafter also referred to individually as a "Party" and collectively as the "Parties").

2. Definitions and interpretations

2.1 For the purpose of these Main Terms and the attached appendices, the following terms shall have the meanings stated below, unless otherwise apparent from or required by the context:

2.1.1 "Affiliated Entities" means any entity which is an affiliate of another entity. An entity is an affiliate of another entity, if the entity directly or indirectly controls, is controlled by or is under common control with the other entity. This includes parent, sister and subsidiary entities.

2.1.2 "Agreement" or "WTSA" means the agreement to be submitted by the Tenderer as part of the Offer, and containing i.a. these Main Terms.

2.1.3 "Appendix" means any appendix to these Main Terms listed in the List of Appendices.
2.1.4 "Associated Equipment" means materials, machinery and equipment, such as transformer, switchgear, CMS sensors, flight lights and SCADA, which are necessary for the functioning of, and included in the definition of, the WTGs, and as listed in Appendix 2 ("Technical specifications").

2.1.5 "Contract Price" means the total price to be paid by the Employer to the Contractor as and when this falls due in accordance with the Price and Payment Plan Appendix 6 ("Price and payment plan").

2.1.6 "Contractor" means [the Tenderer, if successful].

2.1.7 "Earthing System" means a technical system designed to measure the electrical potential of the conductors relative to the Earth's conductive surface, i.a. to safeguard personnel and the WTG.

2.1.8 "Effective Date" has the meaning ascribed to it in Clause 14.9.

2.1.9 "Employer" means Vestforsyning Erhverv A/S, CVR no. 26350697, Nupark 51, Måbjerg, 7500 Holstebro.

2.1.10 "Employer Service Company" means Vestforsyning Erhverv A/S or, subject to notification of Contractor, another Affiliated Entity of Employer, which has been entitled by Employer to act in all respects on behalf of Employer towards Contractor and third parties, both in respect of rights and obligations under the Agreement and otherwise, e.g. by receiving and paying invoices.

2.1.11 "Extreme Weather Conditions" has the meaning ascribed to it in Clause 5.1.

2.1.12 "Force Majeure" means unforeseeable circumstances beyond a Party's control, e.g. acts of war, terrorism, natural disasters, etc., which the Party could not reasonably have foreseen at the time of conclusion of the Agreement.

2.1.13 "Geotechnical Survey" means the geotechnical survey of the Site, presented by Employer to Tenderer as part of the Tender
2.1.14 "Grid Connection" means the action initially connecting the WTGs to the public electricity grid.

2.1.15 "Grid Operator" means the operator to which the WTGs supply electricity.

2.1.16 "Main Terms" means the main terms set out in this document as well as in the Appendices hereto, such terms to form part of and be incorporated into the Agreement, and i.a. on which terms the Contractor shall deliver, erect and commission the WTGs.

2.1.17 "Milestones" means the dates listed in Appendix 3 ("Timetable") on which the Contractor is obliged to have performed as required and as set out in respect of each milestone of Appendix 3 ("Timetable").

2.1.18 "Offer" means the final offer to be prepared by the Tenderer in accordance with the Tender Documents; a WTSA containing i.a these Main Terms to form part of the Offer.

2.1.19 "Party" means the Employer or the Contractor.

2.1.20 "Project" means the duty incumbent upon the Contractor to deliver, erect and commission the WTG’s in accordance with the Agreement.

2.1.21 "Project Certificate" means the certificate issued in accordance with the Danish executive order no. 73 og 25 January 2013 on technical certification scheme for wind turbines (in Danish: "Bekendtgørelse nr. 73 af 25. januar 2013 om teknisk certificeringsordning for vindmøller"), cf. Clause 3.1 below, which serves as an approval of the foundation design supplied by Contractor.

2.1.22 "Site" means the site set out in Appendix 8 ("Site Plan"), including a description of the existing access roads to and on the Site as well as other facilities on the site, and with the geotechnical
conditions described in the Geotechnical Survey, attached as Appendix 9 ("Geotechnical Survey").

2.1.23 "Taking-Over Certificate" or "TOC" means the document listed in Appendix 13 ("Taking-Over Certificate") which certifies that the Contractor has fulfilled the criteria of the TOC.

2.1.24 "Tenderer" means the company submitting the Offer.

2.1.25 "Tender Documents" means the documents provided to the Tenderer by the Employer.

2.1.26 "Tests on Completion" means the tests, which the Contractor must pass as part of fulfilling the requirements for receiving the Taking-Over Certificate. The test acceptance criteria are listed in Appendix 10 ("Test on Completion").

2.1.27 "Time for Completion" means the date set out in Appendix 3 ("Timetable") as the date, at which the Project shall be completed.

2.1.28 "Working Day" means every calendar day of the year, excluding Saturdays, Sundays and national Danish holidays.

2.1.29 "WTGs" means the six (6) wind turbines and the Associated Equipment, all as further detailed in and with the technical specifications set out in Appendix 2 ("Technical Specifications"), and which the Contractor is obliged to deliver, erect and commission in accordance with the Agreement.

2.2 In these Main Terms, any reference to the singular number shall include a reference to the plural number and any reference to the plural number shall include a reference to the single number, unless otherwise apparent from or required by the context.

2.3 In these Main Terms, "including" means including without limitation or prejudice to the generality of any description, definition, term or expression preceding that word. In these Main Terms, "including" also means including but not limited to. The word "include" and its derivatives shall be interpreted accordingly.
3. **Contractor's obligations**

3.1 Foundation design

As part of the Tender Documents, Employer has provided to Contractor (i) a map of the Site in Appendix 8 ("Site Plan"), which inter alia outlines the area, within which the WTGs may be located (observing the requirements set out in Appendices 1 and 2) and (ii) a Geotechnical Survey, attached as Appendix 9 ("Geotechnical Survey"). Contractor shall use these documents in his work under the Agreement, including when preparing drawings and instructions for the foundations of the WTGs.

Contractor shall supply a foundation design which is specific to the Site and to the position of each of the WTGs at the Site, and which includes - in a separate appendix - such drawings and instructions which may be used by the Employer when putting out for tender the contract to establish foundations for the WTGs. The foundation design must be made so as to fit the geotechnical conditions of the Site, which have been described in the Geotechnical Survey, attached as Appendix 9 ("Geotechnical Survey").

Further requirements related to the furnishing of the Site have been set out in Appendix 7 ("Contractor's requirements as to the Site"), e.g. requirements regarding access roads and turning spaces and hardstands. The placing of access roads and hardstands shall be made in due consideration of the interest in maintaining as good and effective operation of adjacent land as possible, and the Contractor is - to the extent possible and expedient – obliged to make use of already existing access roads etc. in order to minimize the establishment of new roads etc.

As part of the foundation design, Contractor shall also supply drawings for such casting templates, foundation bolts and rings, which enable the Employer to have prepared such casting templates, foundation bolts and rings, as are necessary for the establishment of the foundations for each of the WTGs in accordance with the foundation design.

The casting templates supplied by the Contractor shall remain the property of the Contractor and shall be returned to the Contractor, once the Project is completed. However, during the term of the Agreement, the Employer is entitled to produce foundations on the basis of the Contractor's casting template.

Contractor is obliged to ensure that the foundation design, together with the WTGs, are compliant with the Danish governmental order no. 73 of 25 January 2013 on technical certification scheme for wind turbines (in Danish "Bekendtg-
ørelse nr. 73 af 25. januar 2013 om teknisk certificeringsordning for vindmøller”) as amended by governmental order no. 1179 of 27 September 2015 and must obtain the relevant public approvals pertaining to this governmental order, including a Project Certificate.

The Contractor shall supply the foundation design no later than stipulated in the timetable in Appendix 3 (“Timetable”). When setting out the timetable, the Contractor shall take into account, that the foundation design shall be supplied to no later than 16 weeks prior to the date at which the Contractor requires the Employer to have completed construction of the foundation in accordance with the Contractor’s requirement.

3.2 Delivery of the WTGs

Contractor is obliged to deliver WTGs which fulfill the demand specifications, set in Appendix 1 ("Demand specifications"), and the technical specifications, listed in Appendix 2 (Technical specifications”), and which in all respects are in accordance with the Agreement, including delivery at Site in accordance with the timetable listed in Appendix 3 ("Timetable"). Such timetable to also show in detail when the deliveries of the WTGs, foundation design and all other obligations of the Contractor must be fulfilled in order for the Contractor to meet each of the Milestones and for the WTGs to be connected to the Grid before 15 February 2018.

3.3 Erection and commissioning of the WTGs

Contractor is obliged to erect and commission the WTGs at Site in accordance with the timetable listed in Appendix 3 ("Timetable").

Contractor is obliged to remove and dispose of all materials, including hazardous materials, and equipment which have been used by the Contractor, and which do not by way of the Agreement become the property of the Employer.

3.4 Tests on Completion, etc.

At such time and subject to giving such prior written notice to Employer, all as indicated in the timetable in Appendix 3 ("Timetable"). Contractor must perform and pass the Tests on Completion for (i) each of the WTGs, for (ii) the SCADA system and for (iii) the Project as a whole, in accordance with the criteria laid down in Appendix 10 ("Tests on Completion, etc").
In case of a failure of Contractor in passing any one or more of the Tests on Completion, Employer may order a repetition of such test or may contract with a third party to carry out the work necessary for the WTG, SCADA system or Project to pass the Test on Completion.

3.5 Public and private access roads

As part of Appendix 8 ("Site Plan"), Employer has presented a description of the existing access roads to the Site.

The Contractor has produced as Appendix 18 ("Contractor's inspection report and necessary changes and addition to access roads to the Site") an inspection report including changes and additions to roads, bridges and other associated road furniture, deemed necessary by the Contractor at the time of Contractor’s submittal of the final tender. The Contractor shall bear the risk and costs of changes and additions necessary based upon the access roads as they appeared at the time of the Contractor’s submittal of the Offer.

No later than on the date stated in Appendix 3 ("Timetable"), Contractor shall inspect the access roads to the Site and shall list in Appendix 18 ("Contractor’s inspection report and necessary changes and addition to access roads to the Site") any changes and additions, which Contractor may reasonably consider necessary for Contractor to provide in relation to access roads, due to changes in the conditions of the access roads after the Contractor’s submittal of the Offer, in order to ensure that Contractor can perform its obligations under the Agreement, cf. Clause 12.3 below. The Employer shall bear the risk and costs of changes in the conditions of the access roads after the Contractor’s submittal of the Offer.

3.6 Facilities necessary on Site

Contractor shall provide the following facilities on the Site, as further specified in Appendix 19 ("Facilities necessary on Site"):

(a) Draw up a plan of the facilities for the Site, and get the necessary approvals from the authorities to implement such facilities.

(b) Establishment of all construction site facilities, storage space, office facilities, etc. on Site, necessary for Contractor to deliver, erect and commission the WTG's, including the Associated Equipment.
3.7 Safety procedures

The Contractor shall in the performance of the work on Site:

(a) Comply on Site with all safety regulations under applicable laws,
(b) Take reasonable care of all persons entitled to be on the Site and use reasonable efforts to keep the Site and the works clear of unnecessary obstruction so as to avoid danger to these persons, having regard to the occupation of that part of the Site at the relevant time,
(c) Provide fencing, lighting, guarding and watching of the works until completion, if and to the extent required by law or deemed necessary by the Contractor.

3.8 Documentation

Contractor is obliged to (i) supply all such documentation pertaining to the WTGs, which is necessary for the Employer in order to apply for and to obtain such permits and consents from public authorities, which Contractor shall not itself obtain, and to apply for and obtain Grid Connection with the Grid Operator; as well as to (ii) assist the Employer in obtaining such permits and consents.

3.9 Operating and other manuals and data necessary for approval by Grid Operator

On Employer's issuing of the TOC, Contractor shall deliver to Employer the relevant preliminary service and operating manuals, which enables Employer to operate the WTGs, all in accordance with Danish law and with what may be expected from a prudent wind farm operator. As listed in Appendix 6 ("Price and payment plan"), Employer may withhold the milestone payment of 5% of the Contract Price until such time as the preliminary service and operating manuals have been delivered, and the TOC has been issued. Employer is not obliged to issue the Taking-Over Certificate to Contractor in accordance with Clause 7, until Contractor has supplied all the said service and operating manuals.

No later than 8 weeks from Employer's issuing of the TOC, Contractor is obliged to deliver to Employer the electrical, mechanical and hydraulic drawings, the final service and operating manuals, the data necessary for approval by Grid Operator as specified in Appendix 15 ("Template for technical regulation 3.2.5 for wind power plants with a power output above 11kW") and other necessary documentation pertaining to the WTGs. As listed in Appendix 6 ("Price and payment plan"), Employer may withhold the last milestone payment of 5% of the Contract Price
until such time as the electrical, mechanical and hydraulic drawings, final service and operating manuals, data necessary for approval by Grid Operator, and other necessary documentation pertaining to the WTGs have been delivered.

Contractor must also supply an emergency plan for the operation of the WTGs; all in accordance with Danish law and with what may be expected from a prudent wind farm operator.

3.10 Approvals and compliance with Danish legislation

Contractor must ensure that the WTGs at the date of the Taking-Over Certificate have obtained all permits, consents and approvals necessary for operation of the WTGs, and that the WTGs fulfil the criteria for approval by the Grid Operator. The Contractor shall ensure timely delivery of data necessary for approval by the Grid Operator, cf. Clause 3.9 above.

Contractor must also ensure that the WTGs (including their foundation design) at the date of the Taking-Over Certificate are in accordance with governmental order no. 73 of 25 January 2013 on technical certification scheme for wind turbines (in Danish: "Bekendtgørelse nr. 73 af 25. januar 2013 om teknisk certificerings-sordning for vindmøller") as amended by governmental order no. 1179 of 27 September 2015 and must obtain the relevant public approvals pertaining to this governmental order, cf. Clause 3.1 above.

Contractor must ensure that the safety equipment of the WTGs at the Time of Completion is compliant with the relevant legislation pertaining to working environment as to safety equipment in wind turbines.

3.11 Interfaces

Contractor shall supply as an Appendix 5 ("Interfaces between deliveries of the Employer and the Contractor") to the Agreement a specification of all interfaces between the scope of work of the Employer and the scope of work of the Contractor, such specification to include a description of the Party responsible in respect of each such interface.

3.12 Additional work

Upon Employer's request, Contractor is obliged to perform additional work in relation to the Project.
Contractor must perform such additional work in accordance with the Agreement, and any additional work thus performed becomes part of the regulations under the Agreement as if though it had from the outset been work to be provided by Contractor as part of the Project, including, but not limited to, the Contractor's warranties and guarantees.

Contractor shall be remunerated for carrying out such additional work at rates and prices offered to similar customers for similar work under similar conditions and contracts in accordance with the list of Contractor's hourly rates contained in Appendix 17 ("List of Contractor's hourly rates in relation to Additional Works").

3.13 Inspections

The Employer’s personnel shall at all reasonable times and upon reasonable notice, accompanied by the Contractor;

(a) have full access to all parts of the Site and be entitled to examine, inspect and measure by external visual inspection the works conducted by the Contractor,

(b) during production and manufacture at the Contractor’s or Contractor’s subsuppliers relevant place of manufacture be entitled to witness the general tests being applied during Contractor’s manufacturing process of the nacelle, tower, controller and blades and to review the quality assurance and quality control system applied during such production and manufacture,

(c) to inspect at the Contractor’s premises, all documents relevant for completion of the Project, however, save such documents which the Contractor is obliged to deliver in accordance with Clause 3.9 above, the Contractor shall not be required to disclose to the Employer any manufacturing drawings, designs, know-how, manufacturing practices or processes.

3.14 Cooperation

Contractor shall be obliged to participate in weekly construction meetings as from the time of the Contractor’s supply of the foundation design until TOC
3.15 Employer Service Company

Contractor acknowledges and accepts that Employer may from time to time be represented by Employer Service Company who has been authorized to act on behalf of Employer in all aspects under the Agreement.

3.16 The offered robustness in contractual Project completion

The Contractor is obliged to carry through the Project in a manner and with an organization no less favorable than offered by Contractor in his Offer, and the Contractor guarantees the correctness of the information provided in his Offer.

3.17 Best industry practice

Contractor shall perform all its obligations under the Agreement in accordance with best industry practice.

3.18 Employee rights and corporate social responsibility

Minimum requirement (MR):
Contractor shall comply with the rules on employee rights and corporate social responsibility set out in Appendix 20 ("Obligations regarding employee rights and corporate social responsibility").

4. Employer's obligations

4.1 Payment

Employer shall pay the Contract Price for the WTGs in accordance with Clause 8 and the price and payment plan contained in Appendix 6 ("Price and payment plan").

4.2 Construction of foundations

At the time specified in the timetable attached as Appendix 3 ("Timetable") (such timetable leaving the Employer with no less than 16 weeks as from receipt of foundation design until required date for completion of the foundation), Employer shall have completed the construction of the foundation for each of the WTGs, all in accordance with the foundation design provided by Contractor under Clause 3.1.
4.3 Preparation of roads and hard stands on the Site

As and when required in accordance with the timetable in Appendix 3 ("Timetable"), Employer shall prepare roads and hard stands, etc. on the Site to the extent set out in Appendix 7 ("Contractor's Requirements as to the Site").

Subject to the Employer having prepared the Site in accordance with Contractor’s Requirements set out in Appendix 7 ("Contractor's Requirements as to the Site").

4.4 Access to electricity

Employer is obliged to enter into an agreement with the Grid Operator to ensure connection of the WTGs to the electricity grid. Employer must also ensure that the electricity grid is accessible, and that work pertaining to the connection of the WTGs to the electricity grid is completed in accordance with the timetable listed in Appendix 3 ("Timetable").

4.5 Public approvals

Employer is obliged to obtain such permissions and approvals from public authorities, which are not to be obtained by the Contractor according to the Agreement, and which are necessary for the realisation of the Project, including approvals pursuant to the Danish Act on Electricity Supply and environmental as well as planning and construction legislation relevant to the erection and commissioning of WTGs. Contractor shall assist Employer in obtaining such permits and approvals, cf. Clause 3.10 above.

4.6 Earthing System

Employer is obliged to install an Earthing System for the WTGs in accordance with Contractor's instructions listed in Appendix 7 ("Contractor's Requirements as to the Site").

5. Time for completion and test on completion (TOC)

Contractor shall carry out its obligations under the Agreement and complete the Project, all in accordance with the timetable set out in Appendix 3 ("Timetable"), ultimately enabling take over by Employer of the Project within the agreed Time for Completion.
5.1 Extension of Time for Completion and compensation of extra costs

Apart from a situation of Force Majeure Contractor shall only be entitled to an extension of Time for Completion, if Contractor experiences a delay, which Contractor can document will cause a delay in the Time for Completion, if Contractor notifies Employer hereof in due time, and only if such delay is caused by one of the following:

(a) Any delay, empediment or prevention caused by or attributable to the Employer or Employer’s other contractors or other delays in the completion of Employer’s tasks and obligations.

(b) Unforeseeable delay caused by governmental action or postponement in obtaining necessary approvals under Clause 3.10, which is not caused by the Contractor or persons for which he is responsible.

(c) Any delay caused by archaeological excavations on the Site.

(d) Extreme Weather Conditions, including wind speeds above 10 meters per second during erection of WTGs, wind speeds less than 4 meters per second or exceeding 25 meters per second during Test on Completion, or other physical conditions resulting in a health and safety risk.

If Time for Completion is extended according to this Clause 5.1, all remaining Milestones in Appendix 3 ("Timetable"), as well as all remaining Milestones and payments in Appendix 6 ("Price and payment plan") shall be extended correspondingly.

If Time for Completion is extended for reasons comprised by (a) and (b), reasonable documented cost of the Contractor, arising out of an extension of Time for Completion shall be added to the Contract Price.

6. Delay liquidated damages

Contractor shall pay delay liquidated damages, if the WTGs have not been connected to Grid before 15 February 2018 and/or if the WTGs have not passed the Test on Completion before 1 May 2018 in accordance with the timetable for Milestone deliveries set out in Appendix 3 ("Timetable").
Contractor shall pay delay liquidated damages in the amount of DKK 3,500 per WTG for each calendar day that Contractor is delayed as compared to the respective Milestone set out in Appendix 3 ("Timetable"), and until Contractor has performed the obligation required under the respective Milestone.

The total amount of delay liquidated damages cannot exceed 30% of the Contract Price.

7. **Employer's taking over of the WTGs**

The Project shall be taken over by Employer, and Employer shall issue a Taking Over Certificate in accordance with Appendix 13 ("Taking-Over Certificate") when Contractor has completed the Project, which includes that Contractor has:

(a) Passed the Tests on Completion.

(b) Given written assurance to Employer that any defects or shortcomings found in the independent third party inspection, will be corrected within reasonable time.

As set out in further detail in Appendix 10 ("Tests on Completion etc."), Contractor shall facilitate the operation of any of the WTGs also before issuing of the Taking Over Certificate.

Employer is not obliged to issue the Taking-Over Certificate, until Contractor has supplied the relevant preliminary service and operating manuals as described in Clause 3.10 above.

8. **Payment of the Contract Price**

Contractor is entitled to receive payment of the Contract Price as and when this falls due in accordance with the price and payment plan in Appendix 6 ("Price and payment plan"), always provided that Contractor has provided to Employer the bank guarantee as set out in further detail in Clause 9 below.

Due time for payment shall be current month + 30 calendar days after receipt of correct invoice and overdue payments shall be subject to an interest of 5% p.a.

Contractor is obliged to issue its invoices electronically (EAN: 579 000 1660031), addressed to Vestforsyning Erhverv A/S, CVR no. 26350697, Nupark 51,
Måbjerg, 7500 Holstebro, indicating the order number ([To be provided by the Employer]) number (format: [To be provided by the Employer]).

The Contract Price is fixed; however, the Contract Price may be adjusted if Contractor has incurred additional expenses as a direct result of (i) a change in taxes after signing of the Agreement, or (ii) such expenses are a direct result of new legislation enacted after the signing of the Agreement, and in any case that such expenses are reasonable and can be documented by the Contractor.

9. Bank guarantee

As security for any one or more of the obligations of Contractor under the Agreement, Contractor must, no later than 10 Working Days following the signing of the Agreement, deliver to Employer a bank guarantee in an amount, in form and with content as set out in Appendix 4 ("Guarantee template"), such bank guarantee to be issued by a well reputed European bank, acceptable to Employer. The bank guarantee shall not contain any expiry date, and all costs in relation to the bank guarantee shall be for the account of the Contractor.

10. Warranties

10.1 Component Warranty

Contractor warrants that each and all of the WTGs, including each and all parts of the Associated Equipment, foundation design and any other part of the deliveries, services or other obligations of the Contractor under the Agreement are fit for purpose and shall be subject to a general warranty for a period of five (5) years from the date of the Taking-Over Certificate.

Contractor shall remedy - at the Contractor’s own risks and expenses – any defects in the WTGs, including each and all parts of the Associated Equipment, foundation design (including foundation defects resulting from the defective design) and any other part of the deliveries, services or other obligations of the Contractor under the Agreement without undue delay after notification of such defect to the Contractor, provided such notification has been made before expiry of the warranty period.

Unless otherwise stated in the Agreement, Contractor must perform the remedying of defects at the Site. Contractor may, however, remove defective parts from the Site provided that Contractor replaces the relevant part at the same time.
The Contractor shall be liable for defects in parts of the WTG’s which have been repaired or replaced under the above warranty for a period of two (2) years under the terms and conditions which apply to the original delivery, or until the end of the warranty period applicable for the rest of the WTG’s, whichever is the longer.

If the Contractor fails to fulfil his obligations to remedy defects within a reasonable time, the Employer may by written notice require the Contractor to do so within a final time limit. If the Contractor fails to fulfil his obligations within that time limit, the Employer may choose to a) have the necessary remedial work carried out and/or have new parts manufactured at the Contractor’s risk and expense, provided that the Employer acts in a reasonable manner, or b) demand a reduction of the Contract Price.

If the defect must be considered substantial, the Employer may instead choose to terminate the Agreement by written notice to the Contractor. The Employer shall also be entitled to such termination where the defect remains substantial after such measures have been taken as referred to in a).

10.2 Power curve warranty

For the warranty period set out in Clause 10.1 above, Contractor warrants to Employer that the WTGs will perform in accordance with the power curve warranty described in further detail in Appendix 11 ("Power curve warranty").

10.3 Noise curve warranty

For the warranty period set out in Clause 10.1 above, Contractor warrants to Employer that the noise figures set out in Appendix 12 will not be exceeded, all as set out in further detail in Appendix 12 ("Noise curve warranty").

11. Termination

11.1 Employer's right to termination for cause

Employer may terminate the Agreement in the event that Contractor is in material breach of its obligations under the Agreement and has failed to rectify this breach within 40 Working Days from the time, when Employer gave written notice of the breach to Contractor.
11.2 Contractor's right to termination for cause

Contractor may terminate the Agreement in the event of a delay in payment by the Employer of more than 40 calendar days, provided that this delay has not been rectified by Employer within 20 calendar days from the time, when Contractor gave written notice to Employer. Contractor is in this situation entitled to repossess the WTGs, if Contractor has already delivered the WTGs at the Site.

12. Liability

12.1 Physical damage to property

Unless otherwise set out in the Agreement, each Party is liable for any physical damage to the property of the other Party in accordance with Danish law.

Each Party's liability in this respect is limited to DKK 4 million per event and to DKK 20 million in the aggregate during the period of the Agreement.

12.2 General limitation of liability

Neither Party is liable for indirect or consequential losses, including, but not limited to, loss of profit, earnings, revenue, data, internal costs, etc.

Except for cases involving intent, gross negligence, or a criminal offence on the side of the Contractor, Contractor's total liability to Employer whether based in contract, in tort (including simple negligence) or under warranty and defects liability in relation to claims raised and notified to the Contractor by the Employer shall not exceed 100 % of the Contract Price.

12.3 Contractor's liability for damage to access roads and adjacent land and property

Contractor has inspected all access roads, public and private, and has deemed these fit for the purpose of Contractor getting the necessary access, and if necessary implemented any changes and additions thereto as these are set out in Appendix 18 ("Contractor's inspection report and necessary changes and addition to access roads to the Site"), cf. Clause 3.5 above. Contractor shall be liable for any damage to such access roads and adjacent land and property.
13. Insurance

The Contractor shall obtain and maintain until completion of the Project a Contractor's All Risk (CAR) insurance covering reinstatement costs and additional costs arising incidental to the rectification of the loss or damage. The insurance shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated between the Parties for the sole purpose of rectifying the loss or damage. Contractor’s liability shall not be limited by the CAR insurance. The terms of coverage of the CAR insurance shall be enclosed by the Contractor as Appendix 21 ("Terms of CAR insurance").

Contractor shall take out insurance covering damage caused by Contractor, including also third party liability. Insurance amount shall be at least DKK 50 million per occurrence in respect of property damage and DKK 10 million per occurrence in respect of damage to people. The terms of coverage of the insurance shall be enclosed by the Contractor as Appendix 22 ("Terms of liability insurance").

14. Miscellaneous

14.1 Currency

All invoices under the Agreement shall be issued in Danish Kroner (DKK). All payments under the Agreement shall be made in Danish Kroner (DKK).

14.2 Transfer of title and risk

Contractor shall carry the risk of loss or damage to any one or more of the WTGs, including any of the Associated Equipment, foundation design and any other part of the deliveries, services or other obligations of the Contractor until delivery to Site, whereupon risk and title shall transfer to Employer.

14.3 Confidentiality

In addition to a "standard" confidentiality clause with "standard" exceptions, Employer shall always be entitled to disclose information to the extent necessary to comply with the rules for public access to files of municipalities, etc., and shall be entitled to disclose confidential information to a municipality, including to its politicians and civil servants under application of applicable confidentiality regulations in respect of these.
14.4 Force Majeure

"Standard" provision, providing for postponement of an obligation of either Party, if fulfilment of such obligation is delayed or prevented due to Force Majeure, without any liability or obligation to compensate the other Party for any extra costs as a result of the Force Majeure, but with an option of the other Party to terminate the Agreement if Force Majeure continues for a consecutive period of 90 calendar days or for more than 120 calendar days during a consecutive half year period.

14.5 Sub-Contractors

Contractor is not entitled to use sub-contractors without Employer's prior written consent, except sub-contractors being an Affiliated Entity.

Appendix 14 ("List of approved sub-contractors") contains a list of approved sub-contractors at the time of conclusion of the WTSA.

14.6 Assignment

Contractor is entitled to assign the Agreement to Affiliated Entities without the Employer's prior written consent, provided that

(a) Contractor remains responsible towards Employer for the proper fulfilment of Contractor's obligations under this Agreement, or

(b) Contractor prior to the assignment of the Agreement provides Employer with a bank guarantee ensuring the proper fulfilment of Contractor's obligations under the Agreement, or

(c) Contractor provides Employer with sufficient security from Contractor's parent company to ensure proper fulfilment of Contractor's obligations under the Agreement. Employer determines what constitutes sufficient security.

Employer is entitled to assign the Agreement in whole or partly to Affiliated Entities.
Further, upon Employers payment of the Contract Sum, the Employer is entitled to assign the Agreement in whole to a third party, provided said third party is not a competitor to the Contractor.

**Minimum Requirement (MR):**
The Employer shall be entitled to assign the Agreement to a new legal entity ("NewCo") being an Affiliated Entity of Employer, provided that Employer shall remain responsible towards the Contractor for the proper fulfilment of Employer's obligations under this Agreement.

14.7 Intellectual property rights

Employer shall be entitled to use Contractor's intellectual property rights to the extent relevant for the intended and proper use and running of the WTGs and the Project. If the Offer prepared by Contractor in relation to the use and running of the WTGs and the Project includes intellectual property rights held by third parties, Contractor is responsible towards Employer for Employer being entitled to use the intellectual property rights of such third parties. If Employer suffers a loss due to Employer not having the entitlements set out, Contractor shall indemnify Employer.

The end user license to be accepted by Employer when installing software provided by Contractor shall not contain any restrictions which do not appear from the Agreement.

14.8 Contractor’s claims

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, the Contractor shall give notice to the Employer within 42 calendar days from the date the Contractor became aware or should have become aware of the event or circumstance giving rise to the claim. If the Contractor fails to do so, then the Contractor shall only be entitled to extension of the Time for Completion and/or additional payment for delays and/or costs incurred after the date of the notice.

14.9 Non-obtaining or delay in obtaining public approvals

The Agreement is subject to the Employer’s obtaining of all relevant public approvals, which are final and binding, authorizing the use of the Site as required for and under this WTSA.
Employer shall notify Contractor no later than four (4) weeks after the signing of the Agreement when the above-mentioned condition has been fulfilled, or if Employer decides to order the delivery, erectioning and commissioning of the WTGs from Contractor despite the fact that the above-mentioned condition has not been fulfilled.

If Employer gives notice to Contractor after four (4) weeks after the signing of the Agreement, all dates, including Milestones, listed in Appendix 3 ("Timetable") are postponed for the same number of calendar days with which the notice from Employer exceeds four (4) weeks after the signing of the Agreement.

The date on which Employer notifies Contractor that the above-mentioned condition has been fulfilled, or that Employer has decided to order the delivery, erectioning and commissioning of the WTGs despite the fact that the above-mentioned condition has not been fulfilled, shall constitute the "Effective Date" on which the Agreement shall enter into force.

In the event that the above-mentioned condition is not fulfilled and Employer decides not to order the delivery, erectioning and commissioning of the WTGs from Contractor despite the fact that the above-mentioned condition has not been fulfilled on or before four (4) weeks after the signing of the Agreement the Agreement does not come into force, in which case the Parties cannot put forward any claims against each other as a result hereof.

14.10 Governing law

The Agreement shall be governed by Danish law irrespective of the Danish choice of law rules.

14.11 Arbitration

Any dispute arising from the Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

The place of arbitration shall be in Aarhus.

The languages to be used in the arbitral proceedings shall be Danish and English.