

## **EXHIBIT 2 – MAIN TERMS SERVICE AGREEMENT (SA)**

### **Vestforsyning Erhverv A/S Gedmosen**

This document contains a set of main terms which the tenderers must incorporate into the wind turbine service agreement provided as part of their offer to the extent set out in these Main Terms.

**Vestforsyning Erhverv A/S  
Wind Turbine Service Agreement  
"Wind turbines in Gedmosen"**

**Main Terms, on which Contractor shall provide service and maintenance to the WTGs, including to 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 SA 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 SA.

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

## TABLE OF CONTENTS

<i>Clause</i>	<i>Title</i>	<i>Page</i>
1	The Parties	5
2	Definitions and interpretations	5
3	Contractor's obligations	9
4	Employer's obligations	13
5	Remuneration	14
6	Delay of Services	15
7	Availability Warranty, Component term warranty, and De- fects liability	16
8	Term, suspension and termination	18
9	Risk and liability	19
10	Insurance	21
11	Miscellaneous	21

## **LIST OF APPENDICES**

- Appendix 1 Standard Services [to be prepared by the Contractor on the basis of specifications provided by the Employer]
- Appendix 2 Format of monthly report [to be prepared by the Contractor on the basis of specifications provided by the Employer]
- Appendix 3 Order for Additional Service [to be prepared by the Contractor]
- Appendix 4 Health and safety plan [to be prepared by the Contractor]
- Appendix 5 Price and payment plan [to be prepared by the Contractor on the basis of specifications provided by the Employer]
- Appendix 6 Contractor's requirements as to Site [to be prepared by the Contractor]
- Appendix 7 Requirements as to electrical connections [to be prepared by the Contractor]
- Appendix 8 Availability warranty [to be prepared by the Contractor on the basis of specifications provided by the Employer]
- Appendix 9 Termination Fee
- Appendix 10 List of approved subcontractors [to be prepared by the Contractor]
- Appendix 11 Documentation pertaining to the Service [to be prepared by the Contractor]
- Appendix 12 Obligations regarding employee rights and corporate social responsibility

## 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 "Additional Service" means work or services, which are not Standard Service, and which are not performed by the Contractor to remedy a Defect.

2.1.2 "Additional Service Fee" means the fee to which the Contractor is entitled for performing an Additional Service.

2.1.3 "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.

- 2.1.4 "Agreement" or "SA" means the agreement to be submitted by the Tenderer as part of the Offer, and containing i.a. these Main Terms.
- 2.1.5 "Appendix" means any appendix to these Main Terms listed in the List of Appendices.
- 2.1.6 "Associated Equipment" means equipment defined as such in the WTSA.
- 2.1.7 "Availability" has the meaning given to it in Appendix 8 ("Availability Warranty").
- 2.1.8 "Availability Warranty" means the warranty given by the Contractor as to the Availability of the WTGs during the Availability Warranty Period, and as described in detail in Clause 7.1 and in Appendix 8 ("Availability Warranty").
- 2.1.9 "Availability Warranty Period" means the period starting on the date of taking over by Employer of the WTGs according to the WTSA and ending at the end of the Term.
- 2.1.10 "Component" means any part or item relating to any one of the WTGs, including any part of the Associated Equipment.
- 2.1.11 "Contractor" means [the Tenderer, if successful].
- 2.1.12 "Contract Year" means a period of twelve (12) consecutive months, starting at the date when Employer has issued the Taking-Over Certificate in accordance with the procedure laid down in the WTSA.
- 2.1.13 "Defect" means any error on a WTG, including Associated Equipment, causing the WTG, including any part of Associated Equipment, not to function in accordance with the requirements of the WTSA, provided that the Contractor assumes the risk of the error in question.
- 2.1.14 "Effective Date" means the date of entry into force of the WTSA, as defined in the WTSA.

- 2.1.15 "Employer" means Vestforsyning Erhverv A/S, CVR no. 26350697, Nupark 51, Måbjerg, 7500 Holstebro.
- 2.1.16 "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.
- 2.1.17 "Extreme Weather Conditions" means weather conditions which makes it unsafe to perform work, including hail, ice storms, dust storms and high wind speeds (meaning 15 meter per second when working in the or nacelle, and 10 meter per second during lifting of main components.)
- 2.1.18 "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.
- 2.1.19 "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 perform service and maintenance of the WTGs.
- 2.1.20 "Offer" means the final offer to be prepared by the Tenderer in accordance with the Tender Documents; a SA containing i.a. these Main Terms to form part of the Offer.
- 2.1.21 "Order for Additional Service" Order submitted by Employer to Contractor for Additional Service in accordance with the specifications of Appendix 3 ("Order for Additional Service").
- 2.1.22 "Party" means the Employer or the Contractor.
- 2.1.23 "Site" means the site defined in the WTSA.

- 2.1.24 "Service" means the Standard Service and/or Additional Service which the Contractor shall provide on the WTGs according to the Agreement.
- 2.1.25 "Spare Parts" means any spare parts supplied by the Contractor as an Additional Service.
- 2.1.26 "Standard Service" means Service and maintenance performed on the WTGs by the Contractor in accordance with Clause 3.1 of the Agreement.
- 2.1.27 "Standard Service Fee" means the fee to which the Contractor is entitled for performing the Standard Service.
- 2.1.28 "Taking-Over Certificate" or "TOC" means the document, as defined in the WTSA, which is issued by Employer to WTSA Contractor pursuant to the procedure laid down in the WTSA.
- 2.1.29 "Tenderer" means the company submitting the Offer.
- 2.1.30 "Termination Fee" has the meaning ascribed to it in Clause 8.1.
- 2.1.31 "Term" means the duration period of the SA as specified in Clause 8.
- 2.1.32 "Warranted Average Availability" has the meaning ascribed to it in Clause 7.1.
- 2.1.33 "Working Day" means every calendar day of the year, excluding Saturdays, Sundays and national Danish holidays.
- 2.1.34 "WTGs" means the six (6) wind turbines and the Associated Equipment which the WTSA Contractor has delivered, erected and commissioned on Site in accordance with the terms of the WTSA.
- 2.1.35 "WTSA" or "Wind Turbine Supply Agreement" means the wind turbine supply agreement entered into by the Employer and [WTSA Contractor] on [Date].



2.1.36 "WTSA Contractor" means the contractor as defined in the WTSA.

2.1.37 "WTSA Employer" means the employer under the WTSA.

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 Standard Service**

During the Term, Contractor shall perform the Standard Service, which is specified in Appendix 1 ("Standard Services"). The Standard Service consists of the following elements:

- (a) Scheduled service.
- (b) Remote monitoring and failure response.
- (c) Remote control via third party SCADA.
- (d) Monthly reporting.

On WTSA Employer's issuing of the TOC pursuant to the WTSA, Contractor shall deliver to Employer the relevant emergency plans, preliminary operation manuals, and maintenance and service manuals, which enables Employer to operate the WTGs, including any part of the Associated Equipment. 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, and other necessary documentation pertaining to the WTGs. During the Term, Contractor shall update all of the documentation listed in this paragraph.

Standard Service shall be performed at times with low wind speeds in order to limit loss of power production to the extent reasonably possible.

*(a) Scheduled Service*

Contractor shall perform scheduled service and maintenance of the WTGs, including the Associated Equipment, in accordance with the specifications listed in Appendix 1 ("Standard Services").

Contractor is responsible for planning and performing mandatory service checks of the WTGs in accordance with the service manuals pertaining to the WTGs as issued by the manufacturer of the WTGs. Contractor shall inform Employer at least 30 calendar days prior to performing any such service check.

The service check shall include any relevant consumables, equipment as well as performance of oil checks; all as set out in further detail in Appendix 1 ("Standard Services").

In the event that components or software in a WTG display(s) a not insignificant error rate, Contractor shall upgrade the components or software to the latest tested version as part of the Scheduled Service. Other upgrades, which may improve the life time or production rate of the WTGs, shall be offered to Employer.

*(b) Remote Monitoring and Failure Response*

Contractor shall provide daily remote monitoring and supervision of the WTGs through the use of the relevant part of the Associated Equipment, e.g. the SCADA system and receive all fault messages pertaining to the WTGs on a 24/7/365 basis.

Failure Response shall be in accordance with Contractor's general obligations under Clause 3.3.

*(c) Remote control via third party SCADA.*

Contractor shall provide a solution comprising a possibility for Employer or a third party hired by the Employer to control (stop/start) the WTGs on park level as well as WTG level e.g. via third party SCADA.

(d) *Monthly Reporting and training in the data flow system.*

At the end of each calendar month, Contractor must via e-mail to Employer send a monthly report in easily electronically readable format in accordance with the requirements in Appendix 2 ("Format of Monthly Report"). Contractor is obliged to ensure that the report complies with all relevant legal requirements to such reports, and that all documentation and background data is included or easily accessible for employer . If Employer wishes to dispute a report, Employer shall do so within 21 Working Days following receipt thereof.

No later than four (4) weeks upon TOC, the Contractor shall conduct 6 hours training of Employer's personnel (up to 4 persons) in using the online service data flow system provided by Contractor and the routines employed by Contractor. Instruction manuals shall be available and provided prior to the training and the manuals shall be up-dated during the service period.

### 3.2 Additional Service

Employer may request, and Contractor shall perform, an Additional Service, provided the details of such Additional Service have been agreed by the Parties.

Any Order for Additional Service must be completed in accordance with the specifications listed in Appendix 3 ("Order for Additional Service"). The Order for Additional Service contains a description of the scope of work to be performed by the Contractor.

Additional Service shall be carried out within reasonable time after the Employer having issued the Order for Additional Service, taking into account the effect of the Additional Service to be performed on losses or optimization potential.

In a case of urgency, where Contractor deems it necessary to perform Additional Service to protect property or persons, Contractor may however perform such Additional Service without Employer's prior written consent. Contractor must, however, notify Employer of the performance of the Additional Service as soon as possible.

Employer's purchase of Spare Parts from Contractor is also an Additional Service.

For a period of no less than 20 years after the Effective Date, the Contractor shall be obliged to be in a position to deliver Spare Parts to Employer on terms and conditions no less favorable than those offered by the Contractor to third parties.

### 3.3 Contractor's general obligations

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

After having monitored a defect (whether it being caused by circumstances which constitute the Contractor's risk or not), Contractor shall take the necessary actions in order to remedy the defect as soon as possible (if remedy of the defect will constitute Additional Service, the procedure laid down in 3.2 above must be observed). Contractor shall reset or stop the relevant WTG remotely and/or send competent service technicians and the necessary equipment, spare parts and consumables to the Site and arrange for the replacement of components, including the main components. For this purpose, Contractor must arrange for the necessary transportation and arrange for cranes, additional personnel and, if necessary, external assistance.

### 3.4 Health and safety

While performing the Services, Contractor shall take all necessary action to maintain the health and safety of Contractor's personnel as well as persons entitled to be on Site and persons of the general public, all in accordance with applicable legislation and best industry practice, and the specifications of Contractor's obligations in Appendix 4 ("Health and safety plan").

Contractor shall during the Term remove and dispose of any materials and equipment used by Contractor to perform the Services. If and to the such materials and equipment remains on the Site at the time of expiry of the Term, such materials and equipment must be removed and disposed of within 35 calendar days following the expiry of the Term. In the event that Contractor fails to do so, Employer may have the materials and equipment removed and disposed of at Contractor's expense.

### 3.5 Assistance in insurance matters

Contractor shall deal with errors to the WTG's on behalf of Employer when the WTG's are to be inspected by an insurance assessor. In that regard, Contractor shall prepare the Components for inspection, handle all communication with the insurance assessor and prepare the necessary documentation.

### 3.6 Documentation

Contractor must prepare and keep records pertaining to the Services performed on the WTGs as well as all relevant activities in relation to the WTGs in accordance with Contractor's procedures and legal requirements, which have been approved by Employer, and are set out in Appendix 11 ("Documentation pertaining to the Service"). Employer is entitled to inspect these records at any time.

Employer is entitled to participate in inspections, troubleshooting in major breakdowns etc. Pictures and reports shall be sent to Employer with undue delay.

Documentation shall be of an easily electronically readable format.

### 3.7 Employer Service Company

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

### 3.8 The offered robustness in carrying out the services under this Agreement

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

### 3.9 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 12 ("Obligations regarding employee rights and corporate social responsibility").**

## 4. Employer's obligations

### 4.1 Payment

Employer shall pay the Standard Service Fee in accordance with the price and payment plan contained in Appendix 5 ("Price and Payment Plan").

In the event that the Employer fails to make payment in accordance with the price and payment plan contained in Appendix 5 ("Price and Payment Plan"), Contractor is entitled to interest for delayed payment, as set out in Clause 5.1.

#### 4.2 Physical Access

During the Term, and subject to the Contractor providing the Employer with a reasonable prior notice, Employer shall provide to the Contractor free and safe access to the Site, the WTGs, including Associated Equipment, and the operator room, allowing the Contractor to provide the Service, all as set out in further detail in Appendix 6 ("Contractor's Requirements as to the Site").

#### 4.3 Data Communication

Employer shall during the Term provide and maintain the electronic connections and access described in Appendix 7 ("Requirements as to Electronic Connections") to enable the Contractor to perform the Service.

#### 4.4 Employer's Work at the Site or WTGs

The provision of the Services by the Contractor shall not prevent the Employer from undertaking work at the Site, be it by itself or through a third party, provided always that Employer shall coordinate the timing of such work with the Contractor.

The Employer shall not be entitled to undertake work on the WTG's, be it by itself or through a third party, to the extent such work is within the scope of this Agreement, save to the extent such work is resulting from the Contractor's breach of its obligations under this Agreement and save – with regard to Additional Service - to the extent that the Contractor has not offered competitive terms and conditions.

### **5. Remuneration**

Contractor is entitled to remuneration upon completion of works in accordance with the price and payment plan set out in Appendix 5 ("Price and Payment Plan").

## 5.1 General payment conditions

Due time for payment shall be current month + 30 calendar days after 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]).

## 5.2 Adjustment of the Standard Service Fee

The Standard Service Fee and the Additional Service Fee are fixed; however, the said fees 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.

## 6. Delay of Services

Employer acknowledges that Contractor may be delayed in performing the Services due to a legal requirement pertaining to health and safety matters, including lightning warnings, or Extreme Weather Conditions, or Force Majeure. Contractor shall be relieved from its duty to perform the Services during the delay. Contractor is obliged to perform the Services immediately once the situation causing the delay has ceased. Contractor shall not be entitled to compensation of extra costs due to such delay.

If Contractor is delayed in the performance of a Service, and such delay is caused by the Employer, Contractor shall be entitled to an extension of time for Contractor's performance, relief from the corresponding consequences of a lack of availability under the Availability Guarantee and payment of costs incurred by Contractor due to the delay caused by Employer.

In case Contractor is delayed in performing Services, and such delay is not caused by circumstances mentioned in the foregoing, the Employer may by written notice determine a reasonable final date by which the Contractor must have performed the Service. If the Contractor still has not performed the Service by this date, the Employer shall be entitled, itself or through a third party, to perform such Services that remain uncompleted at the Contractor's cost, provided the operating

and maintenance manuals provided by the Contractor are observed and provided the work is conducted in accordance with good industry practice.

## **7. Availability Warranty, Component term warranty, and Defects liability**

### **7.1 Availability Warranty**

Contractor warrants the Availability of the WTGs during the Availability Warranty Period in accordance with the specifications of Appendix 8 ("Availability Warranty"), including especially a warranty of an average Availability of the WTGs of 98% per year with no carve outs (the "Warranted Average Availability").

The Contractor must also include in Appendix 8 an Availability Warranty of the WTG's in case one or more of the wind turbines are transferred by the Employer to a third party in accordance with Clause 11.5, such warranty provisions to include both an Availability Warranty in percentage per year of the wind turbine(s) transferred to a third party and an Availability Warranty in percentage per year of the remaining wind turbine(s).

Contractor's breach of the Availability Warranty shall entail an obligation upon the Contractor to pay compensation as set out in more detail in Appendix 8 ("Availability Warranty").

The key figures relevant for the area of the Site found at [www.vindstat.dk](http://www.vindstat.dk) are to be used for the realized average monthly wind.

### **7.2 Noise curve warranty**

For the Term, the Contractor warrants to the Employer that the noise figures set out in Appendix 12 ("Noise Curve Warranty") to the Wind Turbine Supply Agreement (WTSA) will not be exceeded.

If the noise figures set out in Appendix 12 ("Noise Curve Warranty") to the Wind Turbine Supply Agreement (WTSA) are exceeded during the Term and this is not due to circumstances which the Employer are responsible for, the Contractor shall at its own risk and cost perform the remedying of defects causing the unaccepted noise.



In case Contractor is delayed in remedying a defect causing unaccepted noise under this Clause 7.2, the Employer may by written notice determine a reasonable final date by which the Contractor must have remedied the defect. If the Contractor still has not remedied the defect by this date, the Employer shall be entitled, itself or through a third party, to remedy defects that remain uncompleted at the Contractor's cost, provided the operating and maintenance manuals provided by the Contractor are observed and provided the work is conducted in accordance with good industry practice.

### 7.3 Component Term warranty and Defects liability

Contractor warrants that the Services shall be free from defects in material or workmanship for a period of six (6) months after the Service in question is performed.

Contractor warrants that Components and Spare Parts delivered under this Agreement shall be free from any Defects (fair wear and tear excepted) in material or workmanship for the Term and for a minimum of twenty-four (24) months after delivery or installation of the Component or Spare Part in question, whichever is the later.

### 7.4 Remediating of defects

Contractor shall at its own risk and cost perform the remediating of Defects. Contractor may decide whether to (i) re-perform the defective Service, or (ii) repair or replace the defective Component and/or Spare Part.

Upon having been notified of the existence of a Defect to the Components, Spare Parts and/or the Service, Contractor shall commence remediating this Defect as soon as possible and no later than twenty-four (24) hours following Employer's notification. The Defect shall be remedied without undue delay hereafter. The Contractor shall inform the Employer of the amount of time expected to be required for remediating the Defect and keep Employer updated in case of changing circumstances or expectations. Contractor shall, inter alia, replace the Components and provide the necessary personnel, equipment, cranes, etc. as well as arrange for transportation in relation to performing the Service.

Unless otherwise stated in the Agreement, Contractor must perform the remediating of Defects at the Site. Contractor may, however, remove defective Components and/or Spare Parts from the Site provided that Contractor replaces the relevant Component and/or Spare Part at the same time.

In case Contractor is delayed in remedying Defects, the Employer may by written notice determine a reasonable final date by which the Contractor must have remedied the Defect. If the Contractor still has not remedied the Defect by this date, the Employer shall be entitled, itself or through a third party, to remedy Defects that remain uncompleted at the Contractor's cost, provided the operating and maintenance manuals provided by the Contractor are observed and provided the work is conducted in accordance with good industry practice.

## **8. Term, suspension and termination**

This Agreement does not come into force until, and the Term commences on, the date when Employer has issued the Taking-Over Certificate in accordance with the procedure laid down in the WTSA and shall automatically expire [five (5)]/[ten (10)]/[fifteen (15) years]/[twenty (20) years] years from this date, unless the Agreement is terminated [through the procedure laid down in Clause 8.1 or] in accordance with the procedure for the Parties' termination for cause as specified in Clauses 8.2 and 8.4 below.

8.1 [Termination for Convenience by Employer [Applicable only in case of a term exceeding 5 years]

Save from the possibility of Employer to terminate the Agreement, in the event that Contractor is in material breach of the Agreement, cf. Clause 8.2 below, Employer may terminate the Agreement by providing Contractor with six (6) months' written notice to the end of a calendar year. Employer may not terminate the Agreement during the first five (5) years of the Agreement from the beginning of the Term.

If Employer terminates the Agreement for convenience, Employer shall pay a fee ("Termination Fee") to Contractor in accordance with the specifications of Appendix 9 ("Termination Fee").]

8.2 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 calendar days from the time, when Employer gave written notice of the breach to Contractor.

### 8.3 Contractor's right to suspend the Service

Contractor may not terminate the Agreement for convenience. Contractor may, however, suspend the Service, if Employer commits a material breach of the Agreement provided that Employer fails to rectify this breach within 30 calendar days following receipt of a written notice from Contractor. Contractor shall resume the Service immediately once Employer has rectified its breach of the Agreement.

### 8.4 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 30 calendar days from the time, when Contractor gave written notice to Employer.

### 8.5 Consequences of termination or expiry

If the Agreement is terminated for convenience or expires automatically, the Parties' performance of their obligations under the Agreement shall cease from the day, when the termination or the expiry becomes effective. No later than 40 calendar days following this time, Employer shall pay all amounts due for the Service to Contractor.

## **9. Risk and liability**

### 9.1 Liability caused by negligence

Each Party shall indemnify the other Party, including but not limited to, that Party's employees, agents, representatives, sub-contractors, etc., against all claims, losses and expenses (including reasonable attorney's fees) stemming from:

- (a) Bodily injury, sickness, death of any person as well as damage to or loss of any property,
- (b) if such a claim arises out of the Party's performance of its obligations under the Agreement and is attributable to the Party's negligence. With regard to physical damage to property of the other Party, Clause 9.2 below shall apply.

In the event that a Party seeks indemnification from the other Party, the other Party shall be notified hereof as soon as possible and may at its own expense take over the handling of the matter, including by conducting negotiation settlements or litigation with any third party.

#### 9.2 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 10 million per event and to DKK 40 million in the aggregate during the Term.

#### 9.3 Contractor's liability for damage to access roads

Contractor has inspected all access roads, public and private, and has deemed these fit for the purpose of Contractor getting the necessary access. Contractor shall be liable for any damage to such access roads, provided any necessary additional requirements thereto have been implemented, as these are set out in the WTSA.

#### 9.4 Exclusion of indirect and consequential losses

Neither Party is – under any clause under this Agreement - liable for indirect or consequential losses, including, but not limited to, loss of profits, earnings, revenue, data, internal costs, etc. Notwithstanding this, Contractor shall be liable for such consequential loss, if explicitly set out in the Agreement, e.g. for Employer's lost production of electricity in accordance with the Availability Warranty.

#### 9.5 Maximum liability

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:

- (a) 100 % of the aggregate of the Standard Service Fee and the Additional Service Fee (if any) payable and received in each Contract Year, and

- (b) ten (10) times the total of the Standard Service Fee paid during the Term in the aggregate.

#### 9.6 General Limitations to Contractor's Liability

Contractor's liability under the Agreement is conditional upon (i) any work in respect of which liability is being claimed on the WTGs having been performed by Contractor; (ii) Employer having ceased the operation of the WTGs, after Employer realized that a continued operation hereof would entail a serious risk of material damage; and (iii) the WTGs having been operated in accordance with the Agreement, including Contractor's written technical instructions.

### **10. Insurance**

#### 10.1 Employer's insurance

Employer shall take out standard insurance covering its liability as owner of the WTG's.

#### 10.2 Contractor's insurance

Contractor shall take out own 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.

Contractor shall on the date of signing of the Agreement present to Employer an insurance certificate in respect of the above.

### **11. Miscellaneous**

#### 11.1 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).

#### 11.2 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.

### 11.3 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.

### 11.4 Sub-Contractors

Contractor is not entitled to use sub-contractors without the Employer's prior written consent, unless said sub-contractor is an Affiliated Entity.

Appendix 10 ("List of approved sub-contractors") contains a list of approved sub-contractors at the time of conclusion of the SA.

### 11.5 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 to Affiliated Entities. Employer may also assign the Agreement to Employer Service Company, which has been authorized to act on behalf of Employer in all aspects under the Agreement, cf. Clause 3.7 above.

Further, upon TOC 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, and provided said third party financially is in a position to fulfil its obligations under this Agreement or provides sufficient payment guarantees in that respect.

**Minimum requirement (MR):**

**The Employer shall be entitled to assign the Agreement to a new legal entity ("NewCo"), such entity being an Affiliated Entity of the Employer.**

If the Agreement is assigned by the Employer to NewCo in accordance with the above, the Employer shall be released from its obligations under this Agreement.

11.6 Intellectual Property Rights

Employer shall be entitled to use Contractor's intellectual property rights to the extent relevant for the purpose of this Agreement. If the Offer prepared by Contractor for the purpose of this Agreement 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 entitlement set out, Contractor shall indemnify Employer.

If and to the extent the Contractor delivers software updates or upgrades under this Agreement, the Employer shall be entitled to continue using such software delivered prior to expiry/termination after the expiry/termination of this Agreement.

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.

11.7 Obtaining of permits

Provision on which permits must be obtained by Employer and Contractor respectively.

#### 11.8 Governing law

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

#### 11.9 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 Aarhus.

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