

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

**Vestforsyning Erhverv A/S  
Gedmosen**

## **LIST OF APPENDICES**

- Appendix 1 Demand Specifications [to be completed by the Contractor on the basis of specifications provided by the Employer]
- Appendix 2 Technical Specifications [to be prepared by the Contractor]
- Appendix 3 Timetable [to be prepared by the Contractor on the basis of specifications provided by the Employer]
- Appendix 4 Guarantee template (advance payment guarantee and performance guarantee)
- Appendix 5 Interfaces between the deliveries of the Employer and the Contractor [to be prepared by the Contractor]
- Appendix 6 Price and payment plan [to be completed by the Contractor on the basis of specifications provided by the Employer]
- Appendix 7 Contractor's requirements as to the Site [to be prepared by the Contractor]
- Appendix 8 Site plan [to be prepared by the Contractor]
- Appendix 9 Geotechnical survey
- Appendix 10 Tests on Completion etc. [to be prepared by the Contractor on the basis of specifications provided by the Employer]
- Appendix 11 Power curve warranty [to be prepared by the Contractor on the basis of requirements provided by the Employer]
- Appendix 12 Noise curve warranty [to be prepared by the Contractor on the basis of requirements provided by the Employer]
- Appendix 13 Taking-Over Certificate [to be prepared by the Contractor]
- Appendix 14 List of approved subcontractors [to be prepared by the Contractor]
- Appendix 15 Template for technical regulation 3.2.5 for wind power plants with a power output above 11 kW (in Danish) [to be prepared by the Contractor]
- Appendix 16 Local Plan and Environmental Impact Assessment (in Danish)



**VESTFORSYNING**

- Appendix 17 List of Contractor's hourly rates in relation to Additional Works [to be prepared by the Contractor]
- Appendix 18 Contractor's inspection report and necessary changes and additions to access roads to the Site [to be prepared by the Contractor]
- Appendix 19 Facilities necessary on Site [to be prepared by the Contractor]
- Appendix 20 Obligations regarding employee rights and corporate social responsibility
- Appendix 21 Terms of CAR insurance [to be prepared by the Contractor]

## APPENDIX 1 DEMAND SPECIFICATIONS

The Contractor must ensure that the offered WTG comply with the demand specifications stated in this Appendix 1 and public requirements, including the applicable Local Plan and Environmental Impact Assessment, cf. Appendix 16.

Contractor shall present how to fulfill these specifications and regulations by the offered WTG.

Employer has the following general demand specifications regarding the WTGs:

1. Contractor is responsible for the design, configuration and transport of the WTGs to the Site, installation, commissioning and testing of the WTGs.
2. **Requirements for harmony: 1:1,10 – 1:1,35 (MR (Minimum Requirement)).**
3. **Maximum height: 125 m (MR (Minimum Requirement)).**

Employer has the following general demand specifications regarding the SCADA-system:

1. Contractor is responsible for the design, configuration and transport to Site, installation, commissioning and testing of the SCADA system.
2. Any hardware or software component required for running the provided SCADA system must be included in the deliveries in quintuplicate.
3. Contractor is obliged to educate Employer in the SCADA system for this Project
4. Contractor has to provide a check list for requirements to be provided by Employer (e.g. internet connection etc.).
5. Contractor must give Employer or a third party, appointed by the Employer, direct and unlimited access to SCADA-database at Park-server not requiring use of Contractor's software (SQL - ODBC-access and OPC-access), including historic data and web based equivalent.
6. Contractor must ensure that the Employer is given access rights equal to the Contractor.
7. Contractor must ensure the ability to stop and start and set set-points to WTGs at individual and park level by Contractor and third-party appointed by the Employer in web based system.

Contractor must ensure that all equipment delivered under this contract complies with applicable regulations for wind power plants in Denmark, including TF.3.2.5, TF. 5.8.1 and TF. 5.9.1.



Access to meters may not be placed in positions where the Contractor standards requires special education as Working at Heights

## **APPENDIX 2 TECHNICAL SPECIFICATIONS**

The Contractor shall describe all the technical specifications and main components of the WTGs including the Associated Equipment.

This appendix shall at least (but not only) contain a description of the following:

8. General Specifications for the WTG, including:
  - a. Height.
  - b. Harmony Conditions.
  - c. Nominal rotational speed (rpm).
  - d. Start rotational speed for power output (rpm).
  - e. Largest wing span (m).
  - f. Wing span at 90% radius (m).
  - g. Tip angle (degrees).
  - h. Effect per WTG (MW)
9. Electrical Specifications.
10. Transformer Specifications.
  - a. Transformer Nominal voltage.
11. Switchgear Specifications.
12. Aviation Light.
13. Personnel lift system.
14. Shadow Detecting.
15. Condition Monitoring System (CMS).
16. SCADA-system:
  - a. General specifications of the SCADA system and auxiliary equipment.

### APPENDIX 3 TIMETABLE

This Appendix shall contain a time table for the delivery, erection and commissioning of the WTGs, including the Associated Equipment. The timetable shall at least contain (but not necessarily be limited to) the following Milestones:

1. Signing of Agreement.
2. Foundation design ready – incl. drawings and instructions (no later than 16 weeks prior to the date at which the Contractor requires the Employer to have completed construction of the foundation).
3. Infrastructure requirements on Site.
4. Inspection of the access roads for the transportation of the WTGs.
5. Delivery of foundation parts, if necessary.
6. WTGs ready for transportation.
7. Transport.
8. Delivery of the first WTG.
9. Delivery of the second WTG.
10. Delivery of the fourth WTG.
11. Delivery of the sixth WTG.
12. WTG erection (no later than 3 days after delivery of the first WTG).
- 13. Mechanical completion of the last WTG and connection of this to the Grid (no later than 15 February 2018).**
14. Associated Equipment installation, including SCADA installation.
15. 120 h Test of Completion.
- 16. Take Over (no later than 1 May 2018).**

Milestones nos. 13 and 16 marked with bold-faced type are critical to the Employer and delayed performance of these Milestones are subject to paying liquidated damages in accordance with clause 6 of the Agreement.

**APPENDIX 4**  
**GUARANTEE TEMPLATE**  
**(Advance payment and performance guarantee)**

Pursuant to Clause 9 of the Agreement, Contractor must, no later than 10 Working Days following signing of the Agreement, deliver to Employer a bank guarantee as security for the advance payment paid by Employer to Contractor and for any one or more of the obligations of Contractor under the Agreement, such guarantee to be issued by a well reputed European bank approved by Employer. All costs in relation to this bank guarantee shall be for the account of Contractor.

The bank guarantee shall have the following or in all essential aspects the same wording:

*Guarantee regarding [title of the Agreement]*

*Dated [day] [month] [year] by:*

*[Name of bank]*

*[Registration number of bank]*

*[Address of bank]*

*(The "**Guarantor**")*

*in favour of*

*Vestforsyning Erhverv A/S*

*CVR no. 26350697*

*Nupark 51, Måbjerg*

*7500 Holstebro*

*(The "**Beneficiary**")*

*We, the Guarantor, have been informed that [the Contractor] (the "**Contractor**") is the Contractor under the [title and date of the Agreement] (the "**Agreement**") and shall receive an advance payment for which Contractor is required to obtain and to provide to the Beneficiary a bank guarantee. We have further been informed that the Agreement requires Contractor to provide to the Beneficiary a bank guarantee, securing the fulfilment by Contractor of any and all of Contractor's obligations under the Agreement.*



*At the request of Contractor, we hereby irrevocably, unconditionally and without any reservation undertake to pay to the Beneficiary within 10 calendar days any sum or sums not exceeding in total the amount of DKK [amount corresponding to 25% of the Contract Price as defined in the Agreement] (the "**Guaranteed Amount**") upon receipt by us of the Beneficiary's demand only in writing, including the Beneficiary's written statement that:*

- (a) The Contractor has failed to repay the advance payment as and when required, and stating the amount which the Contractor has failed to repay; and/or*
- (b) The Contractor has failed to fulfil any one or more of the Contractor's obligations under the Agreement, and stating which obligation(s) the Contractor has failed to fulfil.*

*Any demand for payment must contain the Beneficiary's signature(s).*

*This guarantee shall become effective upon receipt by the Contractor of the advance payment.*

*The Guaranteed Amount shall be reduced to [15 % of the Contract Price (as defined in the Agreement)] at the time of the Beneficiary's issuing of the Taking-Over Certificate. The reduction is subject to our receipt of an authenticated copy of the Taking-Over Certificate (as defined in the Agreement).*

*The Guaranteed Amount shall be further reduced to [10 % of the Contract Price (as defined in the Agreement)] two (2) years following the Beneficiary's issuing of the Taking-Over Certificate unless the Beneficiary prior to this time has given written notice to the Contractor that the Contractor must remedy a breach of the Agreement for which the Contractor is responsible. In that case, the Guaranteed Amount is not reduced, until the Contractor has completed the remedial actions.*

*The Guarantee shall expire five (5) years following Beneficiary's issuing of the Taking-Over Certificate unless Beneficiary prior to this time has given written notice to Contractor that Contractor must remedy a breach of the Agreement for which Contractor is responsible. In that case, the Guaranteed Amount is not reduced, until Contractor has completed the remedial actions.*

*We shall promptly notify the Beneficiary that we have received the Taking-Over Certificate and have reduced the Guaranteed Amount accordingly.*

*This guarantee shall be governed by the laws of Denmark irrespective of the Danish rules on the choice of law. Any dispute pertaining to this guarantee 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.*

*This guarantee is issued in one original signed by the Guarantor and delivered to the Beneficiary.*

*For and on behalf of the Guarantor:*

*[name of Guarantor]*

---

*Name:*

*Title:*

*Place of signing:*

*Date of signing:*

---

*Name:*

*Title:*

*Place of signing:*

*Date of signing:*

**APPENDIX 5**  
**INTERFACES BETWEEN THE DELIVERIES OF THE EMPLOYER**  
**AND THE CONTRACTOR**

[To be prepared by the Contractor]

**APPENDIX 6  
PRICE AND PAYMENT PLAN**

[To be completed by Contractor]

Instalment no.	Milestone Activity	Payment % of Contract Price	Amount in DKK
1.	Advance payment no later than 10 working days after the signing of the Agreement.	10	[...]
2.	Payment upon delivery of the foundation design pursuant to Clause 3.1 of the Agreement.	10	[...]
3.	Payment upon delivery of the second WTG at the Site.	20	[...]
4.	Payment upon delivery of the fourth WTG at the Site.	20	[...]
5.	Payment upon delivery of the sixth WTG at the Site.	20	[...]
6.	Payment upon mechanical completion of the last WTG and connection of this to the Grid.	10	[...]
7.	Payment upon Employer's issuing of the Taking-Over Certificate.	5	[...]
8.	Payment upon Contractor's delivery of electrical, mechanical and hydraulic drawings and other documentation pertaining to the WTGs, cf. Clause 3.9 of the Agreement.	5	[...]
<b>Total</b>		100	[...]

Contractor may issue its electronic invoice per each Milestone activity, once the activity has been completed. Employer shall pay the invoices in accordance with the payment conditions stated in Clause 8 of the Agreement.

**APPENDIX 7  
CONTRACTOR'S REQUIREMENTS AS TO SITE**

[To be prepared by the Contractor]

**APPENDIX 8  
SITE PLAN**

[To be prepared by Contractor based upon the attached drawings.]

The attached drawings are to be found in the attached files: Appendix 8A – Site Plan (attached drawings) and Appendix 8B – Site Plan (attached drawings).

**APPENDIX 9  
GEOTECHNICAL SURVEY**

[To be provided by Employer, expectedly middle of February 2017].

**APPENDIX 10  
TESTS ON COMPLETION ETC.**

This appendix shall contain a completion procedure and checklist made by the Contractor.

The reliability of each WTG shall be demonstrated by operating the WTG for a consecutive period of 120 hours with a minimum availability of 100%.

Contractor shall document the successful Tests on Completion by a print out of the history alarm log from the SCADA system.



## **APPENDIX 11 POWER CURVE WARRANTY**

Contractor shall provide to Employer a detailed warranty to the effect that the measured annual energy production of the WTGs is equal to or greater than the warranted annual energy production.

The measured annual energy production of the WTGs shall be calculated as the measured power curve multiplied by the nominal wind distribution, applicable to the Site and representing the average hub-height wind speed distributions at the individual WTG locations in the Project.

Contractor shall provide a procedure for measuring the power curve.

The known wind data for the Site are to be found below.

The warranted annual energy production shall be calculated as the warranted power curve multiplied by the nominal wind distribution as set out above and multiplied by a warranty level defined by Contractor.

### **Wind data (in Danish):**

#### **PARK - Vinddata analyse**

**Vinddata:** A - Prod ber; Navhøjde: 80,0

#### **Placeringskoordinater**

ETRS 89 Zone: 32

Øst: 467.365 Nord: 6.247.989

#### **Vindstatistikker**

DK DANMARK '07.wws

#### **Landsdelskorrektion**

1,00



## Weibull data

Sektor	Nuværende placering				Reference: Ruhedsklasse 1			
	A- parameter [m/s]	Vindhastighed [m/s]	k- parameter	Fordeling [%]	A- parameter [m/s]	k- parameter	Fordeling [%]	
0 N	6,43	5,71	1,869	3,5	6,83	1,863	3,5	
1 NNØ	6,74	5,98	1,924	5,2	7,29	1,936	5,2	
2 ØNØ	6,89	6,18	1,592	6,4	7,38	1,582	6,4	
3 Ø	7,82	6,93	2,393	7,8	8,67	2,389	7,7	
4 ØSØ	8,09	7,17	2,381	8,8	9,17	2,389	8,9	
5 SSØ	6,65	5,89	2,025	5,5	7,66	2,056	5,5	
6 S	6,84	6,06	2,111	9,0	7,52	2,126	8,7	
7 SSV	8,49	7,52	2,271	13,0	9,43	2,249	12,6	
8 VSV	9,44	8,38	2,521	16,0	10,32	2,496	16,0	
9 V	9,85	8,74	2,482	13,8	10,44	2,483	13,8	
10 VNV	8,51	7,54	2,135	7,1	9,26	2,148	7,4	
11 NNV	6,04	5,39	1,725	4,0	6,77	1,706	4,2	
Alle	8,15	7,22	2,107	100,0	8,92	2,112	100,0	

## **APPENDIX 12 NOISE CURVE WARRANTY**

Contractor shall warrant the guaranteed noise figures of the WTGs during the warranty period. The terms for the guaranteed noise figures have to be set out by Contractor in this Appendix.

Contractor has to make sure that the noise figures are in accordance with governmental order no. 1284 of 15 December 2011 on noise from wind turbines (In Danish: "Bekendtgørelse nr. 1284 af 15. December 2011 om støj fra Vindmøller") and any public approvals relevant to the WTGs, including the applicable Local Plan and Environmental Impact Assessment, cf. Appendix 16.

**APPENDIX 13  
TAKING-OVER CERTIFICATE**

[To be prepared by the Contractor]

**APPENDIX 14**  
**LIST OF APPROVED SUBCONTRACTORS**

[To be prepared by the Contractor]

**APPENDIX 15**  
**TEMPLATE FOR TECHNICAL REGULATION 3.2.5 FOR WIND POW-  
ER PLANTS WITH A POWER OUTPUT ABOVE 11KW**

The template for TF 3.2.5 (in Danish) is to be found at [Energinet's website](#) or in the attached file: Appendix 15 - TF 3.2.5.

[To be completed by the Contractor]

## **APPENDIX 16**

### **LOCAL PLAN AND ENVIRONMENTAL IMPACT ASSESSMENT**

The applicable Local plan (in Danish) is to be found in the attached file: Appendix 16 A - Local Plan.

The Environmental Impact Assessment (in Danish) is to be found in the attached files: Appendix 16 B - Environmental Impact Assessment, Appendix 16 C - Environmental Impact Assessment (visualizations) and Appendix - 16 D - Environmental Impact Assessment (permission).

**APPENDIX 17**  
**LIST OF CONTRACTOR'S HOURLY RATES IN RELATION TO ADDI-**  
**TIONAL WORKS**

[To be prepared by the Contractor]



**APPENDIX 18**  
**CONTRACTOR'S INSPECTION REPORT AND NECESSARY CHANGES**  
**AND ADDITIONS TO ACCESS ROADS TO THE SITE**

[To be prepared by the Contractor]

**APPENDIX 19  
FACILITIES NECESSARY ON SITE**

[To be prepared by the Contractor]

## **APPENDIX 20**

### **OBLIGATIONS REGARDING EMPLOYEE RIGHTS AND CORPORATE SOCIAL RESPONSIBILITY**

#### **Code of Conduct of Vestforsyning Erhverv A/S**

Vestforsyning Erhverv A/S engages in the infrastructure of society in the form of energy production and supply. We have a special corporate social responsibility and therefore want to set ambitious targets for our company policies in areas where we can contribute to a positive development.

We have a set of values, a vision and an objective on which we base our CSR policy and which encompass many of the issues which are normally included in the definition of CSR.

This Code of Conduct will be maintained through constructive dialogue and collaboration with our suppliers. The supplier is responsible for taking all measures necessary to ensure that he and his sub-suppliers (if any) comply with this Code of Conduct and any applicable local legislation. The supplier must pay all costs involved in complying with the Code of Conduct.

#### **The supplier undertakes to demonstrate the following behaviour:**

1. Laws and regulations  
The supplier complies with national laws and regulations applicable in the areas of environment, occupational health and safety.
2. Safety at work  
The supplier's employees do not carry out hazardous work without being properly protected through the introduction to and use of personal protective equipment. The supplier's facilities are in proper condition and offer sufficient light and ventilation.
3. The supplier makes sure that all machinery is properly maintained and shielded where it may pose a danger to the employees.
4. Health and working environment  
The supplier takes action if an employee is subjected to physical punishment, threats of violence, sexual, psychological or verbal harassment or any other form of abuse in the workplace.
5. Forced labour  
The supplier does not use forced or involuntary labour.

6. Child labour  
The supplier respects children's rights to education and personal development. Children are not included in the supplier's portfolio of full-time employees. The supplier's workforce does not include children under the legal minimum age.
7. Discrimination  
The supplier respects cultural differences and does not apply any form of discriminatory practice based on gender, age, nationality, race, religion and sexual orientation.
8. Education and training  
The supplier ensures that the employees receive the education, training or instructions necessary for correct performance of their tasks.
9. Working hours  
The supplier recognises the necessity for a healthy work-life balance for the employees.
10. Wages and salaries  
Wages, salaries and overtime pay are in accordance with applicable national law. The supplier respects the minimum wage at all times, even in situations where a fine or sanction has been imposed on the company.
11. Holiday  
The employees' right to take holiday complies with applicable national law.
12. Freedom of association  
The supplier's employees have freedom of association.
13. External environment  
The supplier acts in an environmentally responsible manner.
14. Exports and waste  
In connection with exports, the supplier ensures that waste is handled in an environmentally responsible manner and that it is not dumped in nature.
15. Similarly, the supplier seeks to ensure that technologies protecting the environment and working environment are used and that the energy consumption related to waste handling is minimised.



**VESTFORSYNING**

16. The supplier can provide in writing the terms of delivery of the various waste types, including specific requirements for the quality of the quantities to be handled.

17. Audits

Vestforsyning Erhverv A/S may conduct announced audits at the supplier's premises and facilities to verify that the supplier complies with this Code of Conduct.

**APPENDIX 21  
TERMS OF CAR INSURANCE**

[To be prepared by the Contractor]