

# ProfEC Ventus

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## General Terms and Conditions of Sales Contracts of ProfEC Ventus GmbH

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These General Terms and Conditions apply to contracts between ProfEC Ventus GmbH, Am Patentbusch 3b, 26125 Oldenburg ("ProfEC Ventus"), and its clients. Another company shall only become a contracting party and apply its own General Terms and Conditions if it is expressly designated with its full company name and address in the offer and order confirmation.

Stand: 1. October 2026

# 1. Scope, Contracting Company and Order of Priority

- 1.1 These General Terms and Conditions of Sales ("TCS" / "Basic TCS") apply exclusively to entrepreneurs within the meaning of § 14 BGB, legal entities under public law and special funds under public law, which can only act as clients. They do not apply to consumers, as our offer and the resulting business activities are not aimed at consumers.
  - 1.2 These General Terms and Conditions of Sales apply to contracts between ProfEC Ventus GmbH, Am Patentbusch 3b, 26125 Oldenburg ("ProfEC Ventus"), and its clients. Another company will only become a contractual partner and user of its own terms and conditions if it is expressly designated in the offer and in the order confirmation with its complete company name and address.
  - 1.3 Prior to the conclusion of the contract, ProfEC Ventus shall refer to these TCS and make them available to the Client in a storable form. Their applicability to future contracts of the same type may be expressly agreed in a framework agreement.
  - 1.4 In the event of contradictions, the following order of precedence shall apply: (1) individually negotiated agreements, (2) the order confirmation of ProfEC Ventus, insofar as it accepts an offer from the Client, (3) the offer submitted by ProfEC Ventus and accepted by the Client, (4) agreed special terms and conditions, (5) these TCS. Deviations in an order confirmation only become part of the contract if they are accepted by the client. Mandatory legal and regulatory requirements remain unaffected.
  - 1.5 Insofar as special terms and conditions are agreed for individual types of services, these take precedence over these Basic Terms and Conditions of Sales. In all other respects, these TCS apply in addition.
  - 1.6 Deviating, conflicting or supplementary terms and conditions of the Client shall only apply if ProfEC Ventus has expressly agreed to their validity in text form. The execution of an order or the acceptance of services shall not be deemed to constitute acceptance of third-party terms and conditions.
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# 2. Offers, Conclusion of Contract and Contract Amendments

- 2.1 Offers from ProfEC Ventus are subject to change unless they are expressly designated as binding and specify a binding period in addition. A binding offer can be accepted within the binding period specified therein.
  - 2.2 A contract is concluded only upon the client's acceptance of an offer from ProfEC Ventus and upon receipt by the client of an order confirmation from ProfEC Ventus. If, at the express request of the Client, ProfEC Ventus commences the service before receipt of the order confirmation, the contract shall be concluded at the latest with the commencement of the service on the basis of the last submitted offer.
  - 2.3 Changes or extensions to the scope of services are agreed in text form. ProfEC Ventus describes the impact on remuneration, deadlines, resources and technical deliverables on request. Until the agreement is reached, the originally agreed scope of services remains decisive.  
  
Necessary immediate measures may only be taken without prior approval if they are necessary to avert a concrete danger, to secure measuring equipment or data or to comply with mandatory legal or accreditation requirements and a timely coordination is not possible. ProfEC Ventus documents the measure and informs the client immediately. The necessary additional expenditure shall be remunerated according to the agreed, alternatively customary rates.
  - 2.4 Individual agreements and the legal precedence of the individual agreement remain unaffected. A text form provided for in these TCS does not exclude orally negotiated individual agreements.
  - 2.5 The presentation of goods and services in the Online Shop does not constitute a binding offer, unless it is expressly designated as such. By submitting the order, the Client submits a binding offer. The contract is only concluded by express order confirmation or execution of the service by ProfEC Ventus at the express request of the Client. An automatic confirmation of receipt only documents the receipt of the order.
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## 3. Scope of services, technical rules and independence

- 3.1** The type, scope, place of performance, dates and results owed result from the respective contract. ProfEC Ventus only owes the expressly agreed services.
- 3.2** The legal requirements, standards, guidelines, expenses, revisions and test procedures expressly specified in the contract are decisive. If a flexible list of procedures or a flexible scope of accreditation has been agreed, the version published at the time of the service and relevant to the specific service shall apply.
- A service is only deemed to be accredited if, at the time it is provided, it falls within the valid scope of accreditation held by ProfEC Ventus or is carried out by a subcontracted laboratory with a correspondingly valid scope of accreditation. Such subcontracting arrangements are indicated as such in the quotation or in the order confirmation.
- 3.3** If changes in mandatory legal, regulatory, security-related or accreditation requirements that occur after the conclusion of the contract and are not attributable to ProfEC Ventus lead to additional or reduced expenses, remuneration and deadlines will be adjusted appropriately according to the proven effort. ProfEC Ventus informs the client before implementation, as far as this is possible in good time. If the parties do not reach an agreement within a reasonable period of time and the change is unreasonable for either party, either party may terminate the part of the contract affected by the change that has not yet been performed.
- 3.4** In the case of testing, measuring, calibration, inspection, expert, consulting and data services, ProfEC owes Ventus the professional execution and documentation to the agreed extent. A certain measured value, approval, financing, recognition by a specific third party, an energy yield or an economic success is not owed, unless this was expressly agreed as a performance success or guarantee with objectively verifiable criteria.
- In the absence of an express agreement to the contrary, designations such as "bankable" or "bankable" describe the intended purpose of use and the application of the specified procedures, not the decision of a bank, insurance company, authority or other third party.
- 3.5** Results refer exclusively to the agreed subject matter, period, data, scope of testing and the conditions existing at the time of performance. They do not replace any statutory operator, maintenance, monitoring or plausibility check obligations of the client.
- 3.6** Unless expressly agreed as guaranteed success, ProfEC does not owe Ventus any approval or financing, nor recognition by a specific third party, any specific energy yield or any particular economic exploitation. Terms such as "bankable / bankable" or the like describe the intended professional purpose, not the decision of a financier.
- 3.7** Calibrations, tests and inspections relate exclusively to the agreed test subject, scope of test and test time. They do not replace the statutory operator obligations, ongoing monitoring, maintenance, servicing or the Client's own plausibility check.
- 3.8** ProfEC Ventus may use suitable subcontractors, provided that there are no legitimate interests of the Client, confidentiality obligations or mandatory requirements to the contrary. ProfEC Ventus remains responsible for the contractual provision of services. ProfEC Ventus may use qualified subcontractors and technical service providers, provided that there are no mandatory requirements or legitimate interests of the Client to the contrary. ProfEC Ventus remains responsible for the fulfilment of its own contractual obligations.
- If a professional service is provided by an independent third-party laboratory, a manufacturer or another third party in its own name or lies outside the scope of accreditation of ProfEC Ventus, this will be indicated in the offer or in the order confirmation. For accredited activities, the relevant accreditation requirements and information obligations also apply.

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## 4. Obligations of the Client to Cooperate

- 4.1** The Client shall provide all information, data, documents, releases, approvals, contact persons and access required for the performance in a complete and correct manner in a timely manner.

- 4.2 The Client shall ensure safe and suitable working conditions, necessary instructions, rescue and emergency concepts as well as compliance with the occupational safety, plant, access and HSE regulations applicable to its area of responsibility at the place of operation. Particular risks must be communicated to ProfEC Ventus in written form before the start of the service.
  - 4.3 ProfEC Ventus may rely on the accuracy and completeness of the information, data, documents and materials provided by the Client, insofar as their incorrectness is not recognizable. If ProfEC Ventus detects contradictions, implausibility or recognisable gaps, it shall inform the Client of this. Any further validation, data cleansing, reconstruction or verification beyond the agreed scope shall only be required if it has been expressly commissioned and confirmed by an order confirmation.
  - 4.4 If the Client violates its obligations to cooperate, agreed deadlines shall be extended appropriately. ProfEC Ventus can calculate the verifiable additional expenditure according to the agreed or customary billing rates. Statutory claims, in particular due to default of acceptance or cooperation, remain unaffected. The client can prove that no or significantly less additional expenditure has been incurred.
  - 4.5 If ProfEC is unable to provide Ventus due to lack of cooperation, it shall in principle set a reasonable grace period for the Client. After fruitless expiry, he can suspend the service or terminate the contract for good cause if the continuation is not reasonable for him.
  - 4.6 ProfEC Ventus may interrupt or refuse work if there are specific safety risks, missing permits, unsuitable access or violations of mandatory occupational health and safety or plant requirements. ProfEC Ventus informs the Client immediately. Waiting, travelling, demobilisation and restart costs for which the Client is responsible shall be calculated according to the agreed rates, which are customary in the alternative; the client can prove a lower effort.
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## 5. Deadlines, delays and force majeure

- 5.1 Performance deadlines and deadlines are only binding if they are expressly designated as binding. They require the timely fulfilment of the obligations to cooperate and the timely clarification of technical and commercial questions. Delays in the client's area of responsibility extend deadlines appropriately.
  - 5.2 Claims for delay shall be subject exclusively to the liability provisions in Chapter 13.
  - 5.3 Force majeure exists if an external event occurring after the conclusion of the contract cannot be prevented or overcome, even with the exercise of reasonable care, and directly impairs the performance of the contract. The affected party shall be released from its obligation to perform for the duration and extent of the specific effect, inform the other party immediately, prove the cause and effects upon request and take reasonable measures to limit and overcome the disruption. Supplier or transport failures are only considered force majeure if they are themselves based on such an event and a reasonable replacement procurement is not possible.
  - 5.4 After the end of the disruption, the service will be made up for insofar as it is still reasonable and reasonable for the Client. If the material disruption lasts longer than five weeks and there is no end in sight, either party may terminate the affected part of the contract in text form. Services already provided in accordance with the contract and unavoidable, proven third-party costs remain to be reimbursed.
  - 5.5 Unless otherwise stated in the order confirmation, delivery is agreed "ex works, 26125 Oldenburg, Germany" (Incoterm 2020) with regard to the transfer of risk. If the customer wishes, ProfEC Ventus covers the delivery through transport insurance. The costs incurred in this respect shall be borne by the client.
  - 5.6 In the case of dispatch to a recipient, the risk shall pass to the Client upon handover of the goods to the forwarding agent, carrier or other person designated for dispatch, unless an assembly, installation or acceptance obligation has been agreed with ProfEC Ventus. Deviating Incoterms (2020) must be expressly agreed, stating the rule, the named place and the version used. Transport insurance is only taken out at the request and expense of the client.
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## 6. Acceptance and performance testing

- 6.1 Insofar as the agreed service is aimed at an acceptable result, ProfEC Ventus shall request the Client to accept it in text form after completion. The Client declares acceptance within a reasonable period of time, usually within ten calendar days, or refuses to do so within this period, naming at least one specific defect. The statutory provisions on the fiction of acceptance remain unaffected.
- 6.2 Acceptance may not be refused due to insignificant defects. Partial acceptances require an agreement or must relate to independently usable and definable service parts.
- 6.3 In the case of services, consulting, measurement, calibration, testing and data services that are not aimed at an acceptable result, acceptance shall only take place if it has been expressly agreed. Inspection and complaint obligations pursuant to Chapter 12 shall remain unaffected.

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## 7. Remuneration, Ancillary Costs and Payment

- 7.1 The remuneration results from the contract. All prices are exclusive of statutory sales tax, insofar as this is incurred.
- 7.2 Prices for goods, packaging, transport, loading aids, transport preparation and other shipping services result from the offer or the order confirmation. Non-disclosed flat rates will not be charged. Required special packaging material or special shipping methods arranged by the customer will be charged separately after prior notice.
- 7.3 In the case of contracts with an agreed performance period of more than four months or in the case of continuing obligations, ProfEC Ventus may demand an appropriate adjustment of the remuneration not yet paid, provided that demonstrable external cost factors that are essential for the performance, in particular wage, material, energy, freight, customs or third-party laboratory costs, change after the conclusion of the contract. The requested adjustment must be explained in text form in a comprehensible manner and is valid at the earliest 30 days after receipt. If the increase exceeds five percent of the outstanding contract value, the Client may terminate the affected part of the contract that has not yet been performed within 14 days of receipt of the notification.
- 7.4 Travel, transport, accommodation, material, permit, customs and other ancillary costs shall be calculated in accordance with the offer or order confirmation. If no lump sum or administrative surcharge is stated there, only proven and reasonable third-party and travel costs will be charged. Agreed lump sums only apply to the specified expense.
- 7.5 ProfEC Ventus may issue appropriate partial or partial invoices according to the progress of the service, provided that this is provided for in the contract or is appropriate according to the nature and duration of the project.
- 7.6 Unless otherwise agreed, invoices are payable without deduction within 14 calendar days of receipt. Agreed advance payments are due upon receipt of a corresponding payment request. The Client may offset counterclaims that are undisputed or legally established or originate from the same contractual relationship.
- 7.7 In the event of default of payment, the statutory default interest and the statutory further consequences of default shall apply. ProfEC Ventus may, after reasonable notice, withhold or suspend work results or other services that have not yet been handed over, provided that this is not disproportionate or contrary to mandatory security, official or disclosure obligations.
- 7.8 The Client may offset counterclaims that are undisputed or legally established or originate from the same contractual relationship. He can only exercise a right of retention on the basis of counterclaims due from the same contractual relationship. Mandatory statutory rights remain unaffected.
- 7.9 Insofar as physical items are delivered, they remain the property of ProfEC Ventus until full payment has been made. Services and intangible work results cannot be subject to retention of title; the regulations on rights of use and retention apply to them.
- 7.10 The invoice amount due in each case is to be paid in the currency specified in the invoice without deduction to the account designated by ProfEC Ventus. In the case of payment transactions where both the payment service provider of the payer and the payment service provider of ProfEC Ventus are established within the European Economic Area, each party shall bear the fees charged by its respective payment service provider. In the case of other cross-border transfers, the payer shall bear the fees of its bank and any correspondent and intermediary banks, to the extent permitted by law.

To this end, the Client shall, if available, choose the "OUR" fee option or a corresponding cost regulation. If the account of ProfEC Ventus is credited with less than the invoice amount due due to bank fees, deductions or a currency conversion that is not in accordance with the contract, the difference will remain owed. This does not apply to the extent that the deduction is based on fees that ProfEC Ventus has to bear itself in accordance with mandatory statutory provisions.

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## 8. Work Results, Rights of Use and Disclosure

- 8.1 The Client shall receive a non-exclusive, temporally and spatially unlimited right to use copyright-protected work results handed over in accordance with the contract for the purposes specified in the contract. Disclosure to affiliated companies, project participants, authorities, financiers, insurers as well as legal and specialist advisors is permissible if it is necessary for this purpose and does not conflict with special confidentiality, copyright or accreditation rules.
  - 8.2 The permissible disclosure of a work product without a separate agreement does not constitute a contract or an independent liability obligation on the part of ProfEC Ventus towards the recipient. A direct assumption of liability or liability in favour of third parties requires a separate declaration by ProfEC Ventus.
  - 8.3 The know-how, methods, software, templates, calculation models and general solution approaches of ProfEC Ventus existing before the conclusion of the contract remain with ProfEC Ventus. ProfEC Ventus may reuse general, non-confidential knowledge gained during the service.
  - 8.4 Drafts, interim results and documents expressly marked as preliminary may not be used as final results or passed on to third parties as final.
  - 8.5 Test reports, calibration certificates ("calibration certificates"), expert opinions and certificates may only be reproduced in their entirety and without alteration, unless the rules applicable to the respective service permit otherwise. Extracts may only be published with the prior consent of ProfEC Ventus or due to mandatory legal requirements.
  - 8.6 Unless otherwise stipulated in the contract, rights of use shall be granted upon full payment of the remuneration attributable to the respective work product, due and undisputed. The Client's statutory retention and submission obligations shall remain unaffected.
  - 8.7 We reserve the right of ownership and copyright to illustrations, drawings, calculations and other documents, and they may only be made available to third parties with our consent.
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## 9. Correction, Replacement and Invalidation of Reports

- 9.1 If ProfEC Ventus subsequently determines that a test report, calibration certificate, expert opinion, certificate or other result is objectively incorrect, is based on inaccurate essential initial data or may not be maintained in accordance with mandatory legal, regulatory or accreditation requirements, ProfEC Ventus may correct, replace, suspend or declare invalid the document.
- 9.2 ProfEC Ventus shall immediately inform the Client of the occasion, scope and necessary measures and, as far as technically possible, shall provide a corrected version. If the correction is based on an error for which ProfEC Ventus is responsible, it will be made without additional remuneration. If it is based on subsequently changed or inaccurate customer data or other circumstances for which the Client is responsible, the necessary expenditure may be calculated after prior notice.
- 9.3 The Client shall cease the operational use of a document designated as invalid, mark existing copies accordingly and inform known recipients insofar as this is necessary and reasonable to avoid misleading or security-relevant use.

- 9.4** A return or deletion is only owed if there are no statutory retention, documentation or preservation obligations to the contrary. In this case, the Client shall, at the request of ProfEC Ventus, return erroneous results or provide valid proof of the physical and digital destruction of the result documentation.
- 9.5** The correction of a report shall in no event automatically constitute an acknowledgement of a defect giving rise to liability under Chapter 17.
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## 10. Confidentiality

- 10.1** Both parties shall treat confidential all technical, commercial and organisational information that becomes available to them in connection with the contract, which is designated as confidential or confidential by nature, and shall only use it for contractual purposes.
- 10.2** The obligation does not apply to information that is demonstrably in the public domain, was already lawfully known to the receiving party, was obtained from an authorized third party without breach of confidentiality, or was independently developed.
- 10.3** Disclosure is permissible to employees, affiliated companies, subcontractors, persons subject to professional secrecy, insurers, accreditation and supervisory bodies as well as authorities and courts, insofar as they need the information for a permissible purpose and are adequately obliged to maintain confidentiality or there is a statutory disclosure obligation.
- 10.4** To the extent permitted by law, the disclosing party shall notify the other party prior to any disclosure required by government or law. The confidentiality obligations continue to apply for five years after the end of the contract; Trade secrets remain protected as long as they are secretive.
- 10.5** The public naming of the Client, a project, location or logo as a reference requires the prior consent of the Client in text form. The non-public naming of the client or project as a reference does not require its prior consent in text form.
- 10.6** ProfEC Ventus may use carefully selected IT, hosting, cloud, communication and platform service providers insofar as this is necessary for the performance of the contract and these are adequately obliged to maintain confidentiality and data protection. Upon request, confidential documents will be returned or deleted after the end of the contract, provided that there are no statutory, accreditation, contractual or evidentiary retention reasons to the contrary.
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## 11. Data protection

- 11.1** The parties process personal data in accordance with applicable data protection laws. Details of the processing by ProfEC Ventus can be found in its privacy policy.
- 11.2** To the extent that one party processes personal data on behalf of the other, the parties shall enter into a necessary order processing agreement prior to the commencement of processing. The Client shall ensure that data transmitted by it may be lawfully processed and transmitted.
- 11.3** The parties shall take the appropriate technical and organisational measures to protect data and systems in accordance with their area of responsibility. The Client shall be responsible for backing up the raw, measurement and result data provided to it as soon as they have been handed over or made available for retrieval in accordance with the contract, unless a backup or archiving service has been expressly agreed.

For data management, remote access, hosting, monitoring or platform services, availability, maintenance windows, response times, data backup, retention period, export format, cyber incidents and termination are regulated in special performance conditions or a service level agreement.

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## 12. Performance test and notification of defects

- 12.1 The Client shall inspect goods handed over, acceptable services and other work results within the reasonable framework of the type and scope of the service. It shall indicate any deviations detected immediately and comprehensibly in text form.
- 12.2 Insofar as Section 377 of the German Commercial Code (HGB) is applicable, the statutory obligations to inspect and report complaints shall remain unaffected. Chapter 6 shall also apply to services that can be accepted.
- 12.3 The substantive rights of defects, subsequent performance, guarantees and the statute of limitations shall be governed exclusively by Chapter 17.

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## 13. Liability

- 13.1 ProfEC Ventus is liable without limitation in accordance with the statutory provisions:

- a) for damage caused intentionally or by gross negligence by ProfEC Ventus, its legal representatives or its vicarious agents;
- b) for damage resulting from culpable injury to life, limb or health;
- c) in the event of fraudulent concealment of a defect;
- d) for claims under the Product Liability Act as well as under other mandatory statutory liability provisions, insofar as liability cannot be excluded or limited in advance thereafter; and
- e) to the extent of a warranty expressly assumed by ProfEC Ventus.

A guarantee within the meaning of letter e) only exists if ProfEC Ventus has expressly and objectively determinably promised Ventus a certain quality, durability, performance or other success beyond the statutory rights of defects. Claims arising from a warranty are determined exclusively by the content, prerequisites, material, spatial and temporal scope of application as well as the legal consequences of the specific warranty declaration. A guarantee does not establish strict liability beyond its agreed scope.

Statutory claims for defects, subsequent performance, withdrawal, reduction and damages remain unaffected by a guarantee. The other provisions of these GTC apply to these statutory claims.

- 13.2 In the event of simple negligence, ProfEC Ventus shall only be liable in the event of a breach of a material contractual obligation. In this case, liability is limited to the damage that was foreseeable at the time of conclusion of the contract, typical of the contract. Material contractual obligations are duties whose fulfilment enables the proper execution of the contract in the first place and on the fulfilment of which the Client may regularly rely. In the event of simple negligence, ProfEC Ventus shall only be liable in the event of a breach of a material contractual obligation. In this case, liability is limited to the damage that was foreseeable at the time of conclusion of the contract, typical of the contract. Material contractual obligations are duties whose fulfilment is essential for the proper execution of the contract in the first place and on the fulfilment of which the client may regularly rely.
- 13.3 In all other respects, liability is excluded in the event of simple negligence. Claims for compensation for indirect damages, business interruption, loss of production or loss of profit exist in the case of simple negligence only insofar as such damages are to be regarded as a typical and foreseeable consequence of the breach of a material contractual obligation according to the nature of the specific contract. In all other respects, liability is excluded in the event of simple negligence. In the case of simple negligence, indirect damages, business interruption, loss of production or loss of profit will only be compensated if they are a typical and foreseeable consequence of the breach of a material contractual obligation due to the nature of the specific contract.
- 13.4 The above liability provisions apply accordingly to the benefit of the executive bodies, legal representatives, employees and vicarious agents of ProfEC Ventus.
- 13.5 Insofar as the Client uses, modifies or makes available to third parties in a misleading manner work results outside the agreed purpose, ProfEC Ventus shall not be liable for any resulting damages. If the Client uses, modifies or disseminates

work results outside the agreed purpose or in a misleading manner, ProfEC Ventus shall not be liable for any damage caused by this that would not have occurred if it had been used in accordance with the contract.

- 13.6** In the event of loss of data, ProfEC Ventus shall only be liable in accordance with the above provisions for the effort that would have been necessary for the restoration if the data had been properly backed up and could reasonably be expected of the Client. This does not apply if ProfEC Ventus has expressly taken over the data backup or archiving or if the damage would have occurred even if the backup had been proper.

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## 14. Termination of the Agreement

- 14.1** The right to ordinary termination is based on the contract and the statutory provisions applicable to the respective type of contract. For continuing obligations, the term and ordinary notice period are specified in the contract or in special performance conditions.
- 14.2** Either party may terminate the Agreement for cause. If the important reason lies in a remediable breach of duty, a reasonable period of time must be set beforehand for remedy or a warning. This does not apply if an immediate termination is justified after weighing up the interests of both parties.
- 14.3** An important reason for ProfEC Ventus may exist in particular if the Client violates essential obligations to cooperate, inform, ensure security or pay despite setting a deadline, tries to influence an independent test, calibration or expert opinion result inadmissibly, or if the service cannot be provided permanently for reasons within the Client's area of responsibility.
- 14.4** The opening of insolvency proceedings or a corresponding application does not in itself establish an automatic right of termination. Statutory insolvency regulations remain unaffected.
- 14.5** At the end of the contract, the services provided up to that point in accordance with the contract, proven third-party costs that can no longer be cancelled and other amounts owed by law will be invoiced. Statutory remuneration claims in the event of free termination of a contract for work and services, in particular with the offsetting of saved expenses and other acquisitions, remain unaffected. After termination for good cause, the relevant statutory billing rules apply.

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## 15. Integrity, Export Control and Security

- 15.1** The parties shall comply with the corruption, sanctions, export control, occupational health and safety regulations applicable to the contract.
- 15.2** The Client shall provide accurate information on the end user, end use, country of use, import conditions and required permits in a timely manner. If a mandatory export, sanction or customs requirement delays or prevents the performance, Chapters 5 and 14 apply accordingly.
- 15.3** ProfEC Ventus may suspend or refuse a service if its provision would violate mandatory law, official orders, safety requirements or binding accreditation requirements.
- 15.4** The Client shall provide ProfEC Ventus with all information required for export control and sanctions checks on the end use, the end user, the country of destination, intermediate recipients and the use of technical data in good time. He may not transfer or use goods, software, technology and work products in violation of applicable export control or sanctions regulations.
- 15.5** ProfEC Ventus may suspend performance until clarification. If the performance is permanently inadmissible due to mandatory export control, sanctions or embargo regulations or is unreasonable for ProfEC Ventus, ProfEC Ventus may terminate the affected part of the contract. Services already provided in accordance with the contract and unavoidable third-party costs remain to be remunerated; further claims are based on the statutory requirements.

## 16. Applicable law, place of performance and jurisdiction

- 16.1** The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods, insofar as this would be applicable to a contract or a sale of goods contained therein.
  - 16.2** The place of performance is the place of performance specified in the contract; if this is not specified, the registered office of ProfEC Ventus.
  - 16.3** To the extent permitted by law, the exclusive place of jurisdiction shall be the registered office of ProfEC Ventus if the Client is a merchant, a legal entity under public law or a special fund under public law or if it does not have a general place of jurisdiction in Germany. ProfEC Ventus may also sue the Client at its general place of jurisdiction.
  - 16.4** Mandatory exclusive places of jurisdiction remain unaffected.
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## 17. Warranty and Guarantee

- 17.1** ProfEC Ventus shall provide the agreed services and deliver goods free of material defects and defects of title in accordance with the statutory provisions, unless otherwise agreed in the contract or in validly incorporated special performance conditions. The legal classification as a purchase, work, service, rental or mixed contract depends on the content of the respective contract.
- 17.2** The offer, the order confirmation, the agreed technical specification, expressly designated data sheets, standards and the agreed purpose of use are primarily decisive for the quality owed. Specific product- or service-related information from ProfEC Ventus, which is recognizably the basis of the contract, must be taken into account within the scope of its objective explanatory content. General advertising statements, non-binding examples, forecasts and presentation information only constitute a specific quality or guarantee if this is clearly stated in the specific contract or declaration. Mandatory legal effects of public statements remain unaffected.
- 17.3** In the case of testing, measuring, calibration, inspection, expert, consulting and data services, there is no defect solely because the result deviates from expectations, forecasts, previous measurements or results of other procedures. The agreed test subject, period, database, scope of test, the agreed procedure and the professionally reported measurement or forecast uncertainty are decisive. Results generally refer to the subject matter examined and the conditions existing at the time of performance.
- 17.4** Insofar as both parties are merchants and there is a mutual commercial transaction, the Client shall inspect delivered goods immediately after delivery to the extent reasonable in accordance with the orderly course of business and shall notify any recognisable defects without delay, and hidden defects immediately after discovery in text form. Section 377 of the German Commercial Code shall otherwise remain unaffected. In the case of work that can be accepted, recognizable defects must be named during acceptance; statutory rights due to hidden defects remain unaffected.
- 17.5** A notice of defects should contain the affected subject matter of the contract, the order, series, project or report number, a comprehensible description of the deviation and – if available – meaningful measurement data, protocols, images or error messages. The Client shall enable ProfEC Ventus to carry out an appropriate examination of the defect complained of and shall grant the necessary access to goods, facilities, systems, data and places of use.
- 17.6** In the event of a justified defect, ProfEC Ventus must first be given the opportunity to remedy the defect within a reasonable period of time. ProfEC Ventus may, at its own discretion, remedy the defect or make available a new item, insofar as legally permissible. In the case of purchase contracts, the type and scope of subsequent performance are based on the statutory provisions. ProfEC Ventus may refuse a selected type of supplementary performance under the legal requirements. The location, process, dispatch and access to supplementary performance are coordinated taking into account the type of defect, safety requirements and proportionality.
- 17.7** If the subsequent performance fails, is refused, if it is impossible or if a legally required reasonable period of time has expired without success, the Client may assert the further statutory rights to defects. Self-execution, repair by third parties or other modification before ProfEC Ventus has an appropriate possibility of inspection and subsequent

performance is only permissible if immediate action is necessary to avert a concrete danger or disproportionate damage; ProfEC Ventus must be informed of this immediately.

- 17.8** There shall be no rights to defects if the deviation is causally based on (a) incorrect, incomplete or delayed specifications, data or materials provided by the Client, (b) unagreed modifications, repairs, installations or interventions by the Client or third parties, (c) unsuitable, improper or non-compliant use, (d) failure to comply with operating, assembly, maintenance, calibration, safety or environmental requirements, (e) normal wear and tear or (f) external influences that are outside the contractually required area of application. This does not apply if ProfEC Ventus is responsible for the cause or if the instructions given were defective.
- 17.9** In the case of delivered components, devices, software or services of third parties, the Client's statutory rights of defect against ProfEC Ventus shall remain unaffected. Existing manufacturer's or third-party warranties are additionally valid according to their respective conditions. ProfEC Ventus may assign warranty or defect claims against the manufacturer or supplier to the Client for direct enforcement; the Client is not obliged to bring legal proceedings against a third party before asserting its legal rights against ProfEC Ventus. The assignment of claims against manufacturers or suppliers is only for the sake of performance and does not affect the statutory rights of defects against ProfEC Ventus, unless expressly negotiated otherwise in the individual case.
- 17.10** For measuring systems, sensors, measuring masts, remote sensing devices, data loggers and other technical systems, a certain availability, data completeness, service life, wind, lightning, vandalism, theft or weather resistance as well as a certain measuring, energy or economic success are not owed, unless this was expressly agreed in the contract with measurable criteria. General information on typical operating conditions, accuracies, maintenance intervals or service lives shall apply within the framework of the agreed specification; they do not constitute an independent guarantee without an explicit designation. Information on measurement accuracy, availability, maintenance intervals, service life and ambient conditions is only due within the expressly specified measurement, installation, operation and maintenance requirements.
- 17.11** Supplementary rental or service conditions apply to rental devices and digital monitoring services. A certain data or system availability is only owed if it is expressly defined in a service level agreement.
- 17.12** A warranty assumed by ProfEC Ventus only exists if ProfEC Ventus is expressly and objectively responsible for a specific quality, durability, performance or other success beyond the statutory rights to defects. The name of the declaration is not the only decisive factor; its objective content is decisive.
- ProfEC Ventus' own warranties are to be documented in a separate warranty declaration. At a minimum, this refers to the guarantor, the guaranteed object or success, the warranty claim, the warranty services, the start and duration, the territorial scope, requirements, exclusions and the procedure for asserting it. The content and legal consequences of the warranty are determined exclusively by this declaration.
- Manufacturer's and third-party warranties are identified as such and are valid according to the respective warranty conditions of the guarantor.
- 17.13** Warranties of ProfEC Ventus and manufacturer's warranties exist in addition to and do not limit the statutory rights of defects. Insofar as a warranty is linked to maintenance, calibration, installation or operating conditions, these conditions must be specifically and reasonably described in the warranty declaration. The exclusion of warranty service does not affect statutory defect rights.
- 17.14** A guarantee or quality assurance for the recognition of a report by a particular authority, bank, insurance company, accreditation body or other third party, for the granting of a permit or financing or for a specific energy yield does not exist, if this has not been expressly agreed in the contract. The same applies to designations such as "bankable", "bankable", "certified", "verified" or "accredited"; their significance depends on the specific service description, the named procedure and the actual scope of accreditation. A designation as "accredited" refers exclusively to the designated procedure and the scope of accreditation valid at the time of performance. "Bankable", "bankable" or comparable terms do not constitute a financing commitment or commitment of a particular financier without an express guarantee.
- 17.15** Claims for defects shall become statute-barred in accordance with the statutory provisions, unless an effective deviating provision has been made in the individual contract or in special terms and conditions of performance. In particular, mandatory limitation periods, claims for fraudulently concealed defects, on the basis of expressly assumed guarantees, on the basis of intentional breach of duty and statutory recourse claims in the supply chain remain unaffected.
- 17.16** Claims for damages and reimbursement of expenses due to defects are additionally governed by Chapter 13. Chapter 9 on the correction, replacement and declaration of invalidity of reports and results remains unaffected insofar as its requirements are met.

# 18. Final Provisions

- 18.1** Should individual provisions of the contract or these TCS be invalid or not included in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or not included provision shall be replaced by the statutory provisions.
- 18.2** In the case of multilingual versions, the German version shall prevail, unless otherwise agreed in the contract.
- 18.3** Claims for defects shall be time-barred in accordance with the statutory provisions, unless an effective deviating provision has been made in the individual contract or in special terms and conditions of performance. In particular, mandatory limitation periods, claims for fraudulently concealed defects, on the basis of expressly assumed guarantees, on the basis of intentional breach of duty and statutory recourse claims in the supply chain remain unaffected.

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Registered at: Amtsgericht Oldenburg, Germany | Registration no.: HRB 206875

**Wind Energy Laboratory and Wind Tunnel Center (MEASNET)**

**ISO 17025 accredited services** performed by ProfEC Ventus Measurement Institute, Laboratory and Wind Tunnel Center.

DAkkS (ilac-MRA congruent) accredited as Testing Laboratory and as Calibration Laboratory.

As Calibration Laboratory: Member of the German Calibration Service (DKD)

As Wind Energy Institute: Member of MEASNET | As Measurement Institute: Member of FGW