

Terms and Conditions for the Provision of Training Services at Training Center UK

1. Definitions

'Affiliate' means a corporation, company or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with, one of the parties. For purposes of this definition, "control" of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities entitling to the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise.

'Certificate' means the certificate issued to a Participant following successful completion of the training course;

'Charges' means the charges for the Training Events as set out in the pricelist as amended from time to time by SGRE;

'Code of Conduct' means those documents constituting the Siemens Gamesa Renewable Energy Site Procedures, as amended by SGRE from time to time, and any other relevant procedure cited in the Training Proposal.

'Contract' means these terms and conditions, the Training Proposal and the acknowledgement of registration;

'Customer' means the Customer as identified in the Training Proposal.

'Data Protection Legislation' means all applicable Laws relating to processing of personal data and privacy (including, but not limited to, (a) the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, (b) Regulation (EU) 2016/679 (the "GDPR"), and (c) any data protection and privacy laws enacted in replacement of (a) or (b) and/or as a result of the GDPR ceasing to have direct effect in the UK (in each case as amended, updated or re-enacted from time to time)), and all applicable guidance and codes of practice issued by the Information Commissioner and/or any other relevant regulatory body from time to time.

'Fees' means the Charges for the Training Events as amended from time to time by SGRE;

'Intellectual Property Rights': patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

'Participant(s)' means the Customer's employees' receiving Training Events.

'Personal Data' means the data which relates to a living individual who can be identified from that data or from that data and other information and which is provided to SGRE by the Customer.

'SGRE' means Siemens Gamesa Renewable Energy Limited of Faraday House, Sir William Siemens Square, Frimley, Camberley, GU16 8QS registered no: 10253129, England & Wales;

'Trainer' means the person or third party company delivering the Training Events.

'Training Dates' means the dates specified in the Training Proposal, upon which the Training Events shall be delivered.

'Training Proposal' means the proposal for Training Events, accompanying these terms and conditions.

'Training Events' means the Training Services set out in the Training Proposal.

'Training Site' means SGRE Technical Training Centre at Captain Don Ellerby Way, Alexandra Dock, Hull, HU9 1BT, or other locations as designated by SGRE.

2. General

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- 2.1. These Terms and Conditions shall apply for all training service agreements entered into by and between the Customer and SGRE.
- 2.2. The nature and scope of the training services to be provided by SGRE are set out in detail in the specific description of the services in the acknowledgement as described in section 5.1. All Training Events will be held in English and the course materials will always be handed out in English.
- 2.3. SGRE is responsible only for providing the training, not for the success or the outcome of the training.
- 2.4. The order agreement consists of SGRE acknowledgement pursuant to section 5.1 and these Terms and Conditions. These documents are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- SGRE acknowledgment
- These Terms and Conditions

3. Prerequisites for Attendance and Attendance Certificate

- 3.1. As part of each Training Event, the Participants must attend a mandatory safety introduction. Furthermore, the Participant must be able to understand the course language (English). Participants who do not satisfy these requirements will be expelled from the Training Event.
- 3.2. Participants must be of adult age, physically fit and in no way physically impaired. The Personal Protective Equipment (PPE) is designed for a maximum weight of 136 kg (299 lbs) in total. The PPE itself has a weight of approx. 20 kg (44 lb.). The Participant must not exceed the weight limit of 136 kg (299 lbs.), while wearing the PPE. Participants who exceed the weight limit will be expelled from the Training Event.
- 3.3. Participants must obey all applicable safety and accident prevention regulations and follow the Customer's/instructor's orders. Failure to do so or persistent disruption of the Training Event may lead to the Participant being expelled from the Training Event.

- 3.4. In the event of expulsion pursuant to this Section 3, the course fee shall nevertheless be payable in full.
- 3.5. Where a training course requires a high level of physical activity, SGRE reserves the right to require a Participant to submit to a medical to assess the Participant's suitability for such training course. For the avoidance of doubt, SGRE shall not be obliged to require a Participant to submit to a medical.
- 3.6. SGRE will issue an attendance certificate at the end of the Training Event. The validity of the certificate will be noted on the certificate. A certificate will be issued only if the Participant has taken part in the Training Event 100% and has successfully completed the course.

4. Registration

The Customer shall register the Participants in writing supplying the following data:

4.1. For Participants not employed by SGRE:

- Participant Name, meaning full name as it appears in the passport
- Full address of company and other references for invoicing

4.2. For Participants employed by SGRE:

- Participant Name: full name as it appears in the passport
- GID number
- Purchase order + Org. ID
- Product courses: correct prerequisite list

5. Acknowledgement of Registration

- 5.1. SGRE will acknowledge the Customer's registration in writing, provided that all necessary information is correct, complete and transmitted by the Customer as stated in Clause 4. The acknowledgement contains details on the training program, the venue for the Training Event, the dates of the Training Event, and other relevant information (including these General Terms and Conditions).
- 5.2. If the Training Event on the date requested has already been fully booked, SGRE will suggest an alternative date. The alternative date is offered and will only be booked when the request is

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registered according to the procedure described in Clause 4.

6. Cancellation, Transfers and Postponement

- 6.1. The Customer must cancel the booking for registered Participants in writing. The fees listed below shall be applied from receipt of such written notice.

The following shall apply to all courses unless otherwise agreed: Cancellation or no show less than or thirty (30) calendar days prior to the course start is subject to 100% payment of the course Fee. Cancellation 31 calendar days and earlier, prior to the course start is free of charge.

- 6.3 The above periods refer to the date on which SGRE receives the written cancellation.
- 6.4 The Customer may designate substitutes from its own ranks if a Participant cancels, transfers or postpones his/her attendance of the Training Event, at no extra cost, not later than five (5) working days prior to the scheduled start of the Training Event.

7. E-Learning

- 7.1. A booked e-learning course is not refundable.
- 7.2. An e-learning course is booked for a specific Participant and cannot be transferred to another Participant.
- 7.3. An e-learning course is valid for three (3) month from the time of booking and cannot be extended.

8. Changes and Cancellation by SGRE

- 8.1. SGRE shall provide the Training Events at the Training Site, on the Training Dates, in accordance with the Contract.
- 8.2. SGRE reserves the right to change the venue for the Training Event, to postpone or cancel the Training Event, or to designate another instructor before the Training Event or on the same day for justified reasons or for other reasons beyond the control of SGRE.
- 8.3. The Customer will be informed without delay about any change or cancellation. If SGRE cannot offer a substitute Training Event, the Customer will not be charged a course Fee. If SGRE can offer a new Training Event or

rescheduling of the Training Event that it is possible for the Customer to attend, the Customer must pay the full course fee. If the Customer cannot participate in the new Training Event, the Customer will not be charged a course fee. SGRE shall not be liable and the Customer shall have no right to claim for indemnification of expenses (e.g. for travel or transportation costs) or damages incurred by Customer in connection with a justified change or cancellation by SGRE.

- 8.4. SGRE reserves the right to change, adapt and evolve the content of the Training Events to ensure that the purposes of the training are achieved and to reflect current training needs; some details of the content may therefore differ from the description of the Training Event. The Customer shall not be entitled to make any claims arising out of such changes.

9. Liability of Customer for Participants

- 9.1. Participants shall adhere to the Code of Conduct at all times whilst attending Training Events and whilst on the Training Site. On arrival at the Training Site and before commencement of the Training Events, Participants will be required to attend a safety briefing and will sign a declaration confirming they will adhere to all relevant policies.
- 9.2. Participants are not permitted to take photographs or film on the Training Site or elsewhere on SGRE premises for any purpose, without prior written consent of SGRE. Should permission be granted, the Customer and/or Participants shall only use the photographs and/or film strictly for the purpose for which the permission has been granted, and for no other purpose whatsoever. Under no circumstances shall the photographs or films be reproduced or disseminated on Participants social media accounts.
- 9.3. Participants must themselves bring suitable working clothing, safety shoes (steel-toe boots), safety glasses, hard hat, and must be able to understand the course language. Participants who do not satisfy these requirements may be excluded from the training activities.

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9.4. SGRE reserves the right to remove from the Training Event and the Training Site any Participants:

- a) whose behaviour, in the opinion of the head of the training centre, whose decision shall be final, is not consistent with the Code of Conduct; or
- b) who fails to attend the training in full on all Training Dates on time; or
- c) who fails to bring suitable working clothing, safety shoes (steel-toe boots), safety glasses, hard hat or understand the course language, which will always be held in English.

The Customer shall not be entitled to reimbursement of any Charges paid in relation to a Participant removed under a), b) or c) above, nor shall they be entitled to substitute another Participant.

9.5. The Customer shall indemnify SGRE against all actions, claims, demands, damages, costs, charges and expenses made against or incurred by SGRE, SGRE subcontractors or SGRE employees arising out of or in connection with the actions of any of the Participants on the Training Site or whilst attending the Training Events.

10. Fees and Payment

10.1. Unless otherwise stated and previously agreed in writing, incidental expenses for the provision of Training Events do not include equipment, accommodation, travel arrangements or meals. These must be borne by the Customer.

10.2. The Participants' daily travel to and from the venue for the Training Event is not included in the scope of services and must be organised by the Participants themselves.

10.3. The Fees for the Training Events shall be those set out in the Training Proposal, and if no specific Training Proposal is presented; as specified in the current Siemens Gamesa Price List.

10.4. Invoices from SGRE are payable in accordance with the terms on the invoice (, within 31 days of the date of issue of an SGRE invoice) unless otherwise agreed in writing between the Customer and SGRE.

10.5. The Fees set out in the Training Proposal are calculated in accordance with practices, applicable laws and regulations as at 1 January 2018. Should changes in the applicable laws and regulations after that date or market conditions at the time of delivery of the Training Event result in higher costs, then SGRE may adjust the prices under this order agreement accordingly, provided that they are actually affected by the cost development and have not yet fallen due for payment.

10.6. The Fees are exclusive of Value Added Tax and any other applicable taxes or duties, which shall be added to an SGRE invoice at the applicable rate and payable by the Customer.

10.7. The Customer shall pay the Fees without deduction or set-off.

10.8. If SGRE does not receive payment from the Customer when such payment has become due and payable, SGRE shall be entitled to charge interest at the annual rate of 8 (eight) percentage points above the Base Lending Rate of the Bank of England.

11. Limitation of Liability

11.1. This Clause sets out SGRE's entire liability to the Customer in respect of this Contract, regardless of the legal theory upon which it is based including, but not limited to, liability in contract, in tort, under warranty or otherwise.

11.2. In no event shall SGRE be liable for a) indirect, consequential, incidental or special damages; b) loss of use, loss of production, loss of profit or revenue, payment of interest and other financing expenses, loss of information or data; or c) specific performance.

11.3. Under no circumstances shall SGRE's total liability arising out of or in connection with the Contract exceed the Fees for the Training Events as set out in the Training Proposal.

11.4. Nothing in this Clause 11 shall serve to limit SGRE's liability for death or injury to persons to the extent caused by SGRE's negligence.

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11.5. SGRE shall have no liability for death or injury to persons where a Participant or the Customer has made a declaration as to the physical fitness of a Participant, where such declaration or assertion is false or the Customer should have had reason to suspect or could have upon reasonable investigation or enquiry discovered that the Participant was not of the level of fitness required to take part in the Training Event.

11.6. Further, there being no obligation on SGRE to require Participants to submit to a medical, subject to Clause 11.4, SGRE shall not be liable for death or injury to persons where such medical has not been carried out, SGRE being entitled to rely on the Participant's and/or the Customer's declaration as to the Participant's physical fitness and suitability to take part in the Training Event.

11.7. SGRE shall have no liability for any performance, or inability to perform to any particular standard, of any Participant following attendance at any Training Events.

11.8. SGRE agrees to carry out the Training Events with reasonable care and skill, save that all terms implied by law as to the performance of the Training Events or the quality or fitness for any particular purpose of any material or goods supplied in connection therewith are expressly excluded.

12. Indemnity

Save where caused by the negligence of SGRE, the Customer shall indemnify SGRE against all actions, claims, demands, damages, costs, charges and expenses made against or incurred by SGRE, SGRE Affiliates, SGRE subcontractors or SGRE employees arising out of or in connection with any death or personal injury caused to persons where the Customer or the Participant has made a false declaration in regards to a Participant's suitability and level of physical fitness to participate in the Training Event, or where the Customer has failed to make reasonable enquiries or conduct a reasonable investigation into the level of physical fitness of a Participant.

13. Insurance

The parties shall each carry public liability insurance for a minimum amount of five million pounds and employee liability insurance as required by law but in any event for a minimum amount of five million pounds and each shall provide the other, upon reasonable request, with evidence of this cover.

14. Confidentiality

14.1. The Customer shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to SGRE, the Training Events or SGRE business which is disclosed to it in connection with the Training Events and shall not divulge any such information to any third party without SGRE prior written consent, and shall not utilise any information acquired in connection with the Contract to the detriment or prejudice of SGRE or any other party or use the same for any purposes save as permitted by the Contract.

14.2. These confidentiality obligations shall not apply to information which:

- a) is or becomes part of the public domain through no fault of the Customer;
- b) is disclosed to the Customer in good faith by a third party who has the right to make such disclosure; or
- c) as evidenced by the Customer's written records, is developed independently by the Customer without reliance on any information disclosed by SGRE; or
- d) is or has been known to the Customer prior to its disclosure by SGRE; or
- e) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order and subject to the Customer's obligation to notify SGRE of the requirement in a timely manner.
- f) The Customer's obligations under this Clause shall survive expiration or termination of the Contract.

15. Intellectual Property

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- 15.1. All Intellectual Property Rights arising out of the performance of or in connection with this Contract shall belong to and remain vested in SGRE.
- 15.2. Copyright in all course materials supplied by SGRE in connection with the Training Events vests in SGRE. The Customer shall be entitled to use but not to copy such materials in the course of its business for the purposes for which they were supplied.
- 15.3. The course materials may not be reproduced or utilised for unauthorised purposes, nor forwarded nor disclosed to third parties without prior written consent. If any software is made available during the Training Event, it may not be taken or removed from the Training Site, copied or otherwise made usable in any unauthorised manner. SGRE reserves all rights to the course papers, tuition aids and any software used and to all information conveyed by word of mouth. Each Participant will be given one copy of the course papers, unless otherwise agreed.

16. Data Protection

- 16.1. Each Party shall ensure that it complies with the provisions of the Data Protection Legislation.
- 16.2. The Customer shall ensure that it has in place all necessary consents in connection with Personal Data to enable SGRE at all times to perform the Training Events without infringing any third party rights. SGRE shall not be liable to perform the Training Events to the extent that it is unable to as a result of a breach of this Clause.
- 16.3. SGRE warrants that it will only use Personal Data and share Personal Data it holds with selected third parties for the purposes of carrying out its obligations under the Contract and that it will ensure that all reasonable and appropriate security measures are in place to protect Personal Data, that it will destroy or deliver up the Personal Data on written demand from the Customer after the Training Events have been delivered, and that it has in all respects complied with its obligations under Data Protection Legislation

- 16.4. SGRE may share Personal Data it holds with any Affiliates, or its subsidiaries. SGRE may also disclose Personal Data it holds to third parties if it is under a duty to disclose or share a Participant's Personal Data in order to comply with any legal obligation, or in order to enforce or apply any contract with the Customer or other agreements; or to protect its rights, property, or safety of our employees, Customers, suppliers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

- 16.5. The Customer warrants and represents that:

- a) it has the right to consent to the processing of the Personal Data for the purpose of the performance by SGRE of its obligations under the Contract;
- b) as far as it is aware, the processing of the Personal Data under this agreement will not infringe the Intellectual Property Rights of any third party;
- c) it is not aware of any circumstances likely to give rise to breach of any of privacy and data protection requirements;
- d) SGRE is entitled to process the Personal Data for the purpose of performing its obligations under the Contract and such use will comply with all privacy and data protection requirements;
- e) all Participants have given their valid consent to the transfer of their personal data by the Customer to SGRE and to the processing of their Personal Data by SGRE for the purpose of the Contract within the UK and the European Economic Area;
- f) all Personal data is necessary, accurate and up-to-date; and
- g) it is registered with all relevant data protection authorities to process all Personal Data for the purpose of this Contract.

17. Health & Safety

The parties shall comply with all applicable health and safety legislation and codes of practice.

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18. Termination

SGRE may terminate the Contract by written notice if:

- a) the Customer fails to remedy a material breach of this Agreement within thirty (30) days or any other stated period, of written notice identifying the breach and notifying an intention to terminate; and/or
- b) SGRE has not received payment of Fees due under Clause 10 within thirty-one (31) days after such payment has become due and payable; and/or
- c) the Customer makes any voluntary arrangement with its creditors or enters into administration (whether or not pursuant to a court order) or (being an individual or firm) becomes bankrupt or goes into liquidation or is deemed unable to pay its debts or is dissolved; and/or
- d) a receiver or an administrative receiver is appointed or an encumbrancer takes possession of any of the property or assets of the Customer; and/or
- e) the Customer ceases or threatens to cease to carry on business.
- f)

19. Arbitration

19.1. Without limiting the right of SGRE to terminate the Contract, either party may give the other prior written notice of any dispute arising out of or in connection with the Contract and not resolved in the normal course of business. The parties shall attempt in good faith to resolve such dispute promptly: a) by negotiations between executives who have the authority to settle the dispute, or b) by mediation in accordance with the London Court of International Arbitration ("LCIA") Mediation Procedure, which Procedure is deemed to be incorporated by reference into this Clause.

19.2. If the dispute is not settled by mediation within thirty (30) days of the appointment of the mediator, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause.

The language to be used in the mediation and in the arbitration shall be English. The number of arbitrators shall be one and the seat of arbitration shall be London, England.

20. Assignment and Sub-Contracting

20.1. Neither party shall assign the whole, or any part of, or novate in any way, the Contract or any obligation, benefit or interest in or under the Contract without the prior written consent of the other party, which shall not be unreasonably withheld, save that:

- a) either party may grant a security interest in the Contract in favour of a bank or financial institution, and
- b) SGRE may assign the whole, or any part of, or novate, the Contract or any obligation, benefit or interest in, or under, the Contract to Siemens Gamesa Renewable Energy S.A, or to any present or future Affiliate of Siemens Gamesa Renewable Energy S.A without the prior consent of the Customer, and to the extent that consent of the Customer is required by law in order for such assignment or novation to be effective, the Customer shall be deemed to have given consent pursuant to this Clause 20 (Assignment and Subcontracting).

20.2. The parties agree to do such further acts and execute and deliver such additional agreements and instruments as the other party may reasonably require in order to perfect a permitted assignment or novation of the Contract, and to provide written notice to the other party of any assignment made in accordance with this Clause 20 (Assignment and Sub-contracting).

20.3. SGRE may sub-contract the provision of the Training Events without the prior consent of the Customer.

21. Force Majeure

21.1. SGRE shall have no liability for any delay in carrying out or failure to carry out its obligations under the Contract where such delay or failure

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is caused by industrial dispute or by any cause beyond its reasonable control. In such event the time for performance of the Training Events shall be extended by such period as may be reasonable in the circumstances and SGRE may reschedule or relocate the performance of the Training Events and, if applicable, the Fees will be revised to take account of the effects of the event giving rise to such delay or failure.

21.2. If the delay or failure continues for more than 180 days, SGRE shall be entitled to terminate the Contract without delay and without any liability to the Customer.

22. Non-solicitation

The Customer shall not during the term of this Contract and for six (6) months thereafter, entice or solicit for employment with it or with any other party or entity, any Trainer who has been engaged to provide the Training Events.

23. Entire Agreement

The Contract supersedes all prior discussions, negotiations and agreements between the Customer and SGRE and, save in relation to those documents expressly stated to be terms of the Contract, represents the entire agreement between the Customer and SGRE in relation to the subject matter hereof.

24. Third Parties

Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. Governing Law and Jurisdiction

The Contract shall be construed in accordance with and governed by the laws of England and the English courts shall have exclusive jurisdiction.