



MAMMOET WIND - TERMS & CONDITIONS - SALES

1. GENERAL

All quotations and offers from Mammoet Wind, including any brochures, pricelists and/or any other documents presented in preparation of and/or prior to the conclusion of an Agreement shall not create a contractual relationship.

These terms and conditions shall apply to any agreement, which includes contracts, purchase orders, confirmations, or the like ("Agreement"), concerning the hiring and/or use of Mammoet Wind's services, equipment, and/or personnel ("Work").

Any quotation named "Budget" or "Budgetary" will not constitute a formal offer of services and shall only be for information purposes.

2. CLIENT OBLIGATIONS

a. ACCESS

The Client shall ensure that access conditions and erection sites shall be satisfactory to allow access for cranes, trucks and personnel. Client shall be responsible for any damages resulting from insufficient preparation of the site.

b. ROADS & CRANE PADS

The Client shall ensure that all of Mammoet Wind's equipment, including but not limited to its crane(s) and/or transportation equipment ("Equipment"), can be moved on stable and firm roads, which includes any and all areas on site where the Equipment moves or crawls on ("Roads"), and operated on stable and firm crane pads that are adequate to support the weight of the Equipment, be it loaded or unloaded ("Crane Pads"). Client represents that it has knowledge of the Equipment specifications. The Client agrees that it will indemnify Mammoet Wind for all costs for damage caused to the Equipment and loss suffered by Mammoet Wind on account of the Roads and Crane Pads being unfit to support the Equipment.

The Client shall ensure that the Roads and Crane Pads are completed before Mammoet Wind begins Work. Client shall also perform all necessary testing and inspection to ensure that Roads and Crane Pads are built to the aforementioned standards.

c. MOBILIZATION and DEMOBILIZATION

Unless explicitly otherwise agreed to by Mammoet Wind, Client shall be responsible for mobilization and demobilization costs, which shall include mobilization and demobilization of the Equipment, including transport of the Equipment or personnel, assembling and dismantling of the Equipment, fuel and lubricants, engineering, protection, guarding and security, surveillance, and

any locally prescribed obligations in respect of and in connection with Work.

d. PERMITS/AUTHORIZATIONS

Client shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the services provided by Mammoet Wind that are required by applicable laws. Client will forward copies of all such documents to Mammoet Wind prior to the commencement of the Work.

e. SITE SECURITY

During the Work, Client shall provide security over Mammoet Wind's Equipment and Personnel. At no time shall Mammoet Wind be responsible for providing security over the Client's property or equipment.

f. PERSONNEL

If personnel is provided by the Client, the Client will ensure that the personnel it instructs and/or engages to operate the Equipment is fully qualified to do so. The Client is fully responsible for all acts and omissions of such personnel, whether in the Client's employment or not.

If personnel is provided by Mammoet Wind then, for the purposes of the Work, such personnel will be considered to be a representative of the Client acting pursuant to the Client's directions. However, the Client will have no responsibility for the payment of wages or benefits to personnel provided by Mammoet Wind.

Nothing in the Work and/or in the execution thereof, and nothing in the relationship between Parties, can be deemed to construe an employment or other relationship of persons, employed by or contracted by the one Party, with the other Party.

Client will be responsible for providing any required training (including any product, country, project, or safety) and will ensure the availability of such training no later than two (2) weeks prior to the commencement of services. All costs relating to such training, including Mammoet Wind's employees time and attendance costs, shall be borne by the Client.

g. USE and LIMITS OF EQUIPMENT

The Client shall not, directly or indirectly, use or permit the use of the Equipment beyond any specified lifting capacity or for any purpose other than to perform the Work. The Client represents that it has knowledge of the Equipment's capacities. Further, if the Client and/or its employees participate or assist in a job or any part thereof, the Client shall not require, permit or use the Equipment in



any manner that is contrary to applicable laws of the jurisdiction where Mammoet Wind's services are being offered.

Title of the Equipment is held by and shall at all times remain with Mammoet Wind. The Client is not in any way entitled to lease or sublease the Equipment and/or to grant any rights, of whatever nature, to or in the Equipment to any party.

If Mammoet Wind provides Equipment to the Client for the Client's own use, the Client is obligated to check the condition of the Equipment immediately upon receipt. Any visible defects must be reported in writing by the Client to Mammoet Wind immediately after receipt of the Equipment, failing which the Client will be deemed to have received the Equipment without any visible defects. The Client is further obligated to take good care of the Equipment. The Client is responsible and liable to Mammoet Wind for any defects and damages caused to the Equipment during the Client's use. If repair and/or maintenance is required as a result of errors and/or omissions, including but not limited to improper handling, by Client, then the costs of repair and/or maintenance, including, but not limited to, costs of labour, materials, travelling expenses and transportation costs, are for Client's account. All repair costs, including any associated repair delays, required shall be borne by the Client. The Client's obligation to pay rent is maintained through the repair or maintenance period.

3. PRICE and PAYMENT TERMS

Price is based upon the Work being performed under normal circumstances and under normal working conditions, including normal working hours per day and per week. If the work period is extended and/or the Work is performed outside of normal working hours, then the Price will be increased accordingly. Fuel prices indexed as of the date of the last quoted price by MMW. Any increases in fuel prices after such time will be charged at cost +5%.

Mammoet Wind will invoice its Work every fifteen days (15) with payments due within thirty (30) days of the date of invoice (net 30). Mammoet Wind's final invoice will be submitted upon completion of the work.

All invoiced amounts not paid by Client within thirty (30) days of the date approved for payment by Client shall be subject to interest at two percent (2%) per month from the date the invoice became due and payable until the date of payment. The charging of interest shall not be construed as an extension of the due date for payment.

4. TERM and TERMINATION

a. TERMINATION BY MAMMOET WIND

In the event of a breach of these Terms & Conditions, an Agreement, or in the event of non-payment of any invoiced

amount, or in the event that the value of disputed Change Orders exceeds EURO 100.000, Mammoet Wind may terminate the Agreement and immediately cease any Work and remove any Equipment from site, without notice. In the event of a termination for the aforementioned reasons, Mammoet Wind will charge any costs incidental to the termination to the Client, who will be responsible to pay for these costs.

b. TERMINATION BY CLIENT

Should the Client terminate the Work prior to the Work being completed for any reason other than Mammoet Wind's non-performance, the Client shall be liable to pay Mammoet Wind for any Work performed up and to the date of termination, all costs incidental to the termination and shall also be liable to pay Mammoet Wind the equivalent of ten percent (10%) of the value of the outstanding Work.

5. BOOKING LEAD TIME

Due to planning requirements and the specialized nature and the limited availability of Equipment, Mammoet Wind requires that an order confirmation, contract, or the like, be signed no later than the following time before the anticipated start date:

Transportation Work Only:

- 8 weeks for work performed in Denmark, Sweden, Norway, Finland, Germany, Poland, Italy, and France.
- 12 weeks for work in any European country not listed above, with the exception of Russia.
- 20 weeks for all other countries not listed above.

Crane Work Only:

- 8 weeks for work performed in Denmark, Sweden, Norway, Finland, Germany, Poland, Italy, and France.
- 12 weeks for work in any European country not listed above, with the exception of Russia. Also United States, Australia, New Zealand, Thailand, Singapore, Malaysia, and Indonesia.
- 20 weeks for all other countries not listed above.

Crane, Transport & Installation:

- 12 weeks for work performed in Denmark, Sweden, Norway, Finland, Germany, Poland, Italy, France, United States, and Australia.
- 20 weeks for all other countries not listed above.

Once booked, scope and/or schedule changes will be subject to Equipment availability, and may result in additional charges. Should the Equipment not be made available as agreed by Mammoet Wind and its Client, Mammoet Wind shall not be liable for any damages or penalties incurred by the Client.

A non-refundable payment of ten percent (10%) of the project cost is due to book Equipment.



6. CHANGES

The Client may make changes to the scope of Work by altering, adding to, or deducting from the Work including changes to weights or dimensions. Such changes are subject to adjustments in the price of the Agreement and completion schedule and the Client will provide Mammoet Wind with a change order. Further, any change requested by the Client is subject to Mammoet Wind's right of refusal.

7. CONSENT

Wherever Mammoet Wind requires the Client's approval, consent, inspection or review, it is agreed that the Client shall provide a response in a timely manner, and in no event later than seven (7) days following the request. Further, any approval or consent shall not be unreasonably or arbitrarily withheld or delayed.

8. DELAYS, SUSPENSION and INTERRUPTIONS

a. DELAYS and SUSPENSION

Mammoet Wind shall not be liable for any losses or damage caused by any delays which are caused by any event beyond the control of Mammoet Wind ("Delays").

Delays shall include, but are not limited to, lost time due to inclement weather, which includes, but is not limited to, hail, fog, lightning, freezing rain, rime ice, extreme cold or heat, and wind. All delays caused by wind shall be according to the restrictions in the crane manufacturer's manual with respect to maximum speeds for lifting, and calculated using crane anemometers.

Where Delays affect the performance of the Work, Mammoet Wind will be entitled to an extension to the completion date which is commensurate to the length of the Delay. Further, delay charges may be charged by Mammoet Wind at its sole discretion, regardless of whether the completion date is affected.

Should the Client suspend the Work at any point, Mammoet Wind shall be entitled to compensation during the suspension and the extension of any schedule or deadline, commensurate to the length of the suspension.

b. INTERRUPTIONS

Mammoet Wind reserves the right to interrupt, at any time, its services when it deems it advisable for the protection of the persons involved or for the preservation of the crane(s) and/or any Equipment and property, in which event neither the Client nor any other person shall be entitled to any compensation in respect of such interruption. During such time Mammoet Wind shall be entitled to compensation during the interruption and the extension

of any schedule or deadline, commensurate to the length of the interruption.

Should service be hindered, interrupted or delayed by any mechanical breakdown or defect of the crane(s) or any other equipment, by any accident, fortuitous event, act of God or other cause beyond the control of Mammoet Wind, such as, but not limited to, a strike, a labour dispute, the impossibility of or a delay in securing a replacement part, civil strike, natural disasters, sabotage, riots, fires, floods, wind, storms, explosions, inability to obtain power, a court injunction or order, or some other such cause, Mammoet Wind shall be relieved of its obligations under an Agreement for the duration of such hindrance, interruption or delay and the Client shall have no right to claim damages from Mammoet Wind in respect of any loss, including, without restricting the generality of the foregoing, deprivation of use of the crane(s) or equipment, waiting time of the Client's employees and any other similar claims by other persons.

9. TAXES

Sales taxes, excise taxes, use taxes and/or customs duties are the responsibility of the Client and will be charged in addition to any quoted prices.

10. TRANSPORTATION

a. GENERAL

Prices are based on local authorities giving permission to use the local road network. Please note that as a minimum a pre-notice of 12-14 weeks is required for authorizations. Moreover, the execution of the project will only start based on and after obtaining all necessary transport permits and all authorizations.

b. SPECIAL REQUIREMENTS

Any transportation work is subject to the rules or guidelines as set out by any federal, provincial, municipal or state authority and the timely approval and issuance of any necessary permits. Any special conditions or requirements of the permit(s) or approval(s), which are not specifically described in the scope of work or quotation, shall be billed extra at cost plus fifteen percent (15%).

c. CARGO HANDLING

All cargo must be properly packaged, reinforced, or braced and structurally suitable for handling. The cargo shall have proper lashing points and/or connection points and/or support points. Client shall provide all required product specific transport equipment.



d. POLICE ESCORTS

The cost of any police escorts shall be billed extra at cost plus fifteen percent (15%). Mammoet Wind shall in no way be liable for any delays caused by the unavailability of police escorts.

11. WARRANTY

Should Mammoet Wind agree to provide a warranty, such warranty will guarantee that Mammoet Wind's Work will be of good quality and that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the Client's requirements. Should the Work not meet the warranted standards, Mammoet Wind agrees to address the problem in order to bring the Work up to the warranted standard. Unless otherwise agreed to by the parties, the warranty provided by Mammoet Wind shall be for a period of twelve (12) months from the date of completion of the Work. Mammoet Wind warranty excludes repair for damage or defect caused by abuse, modifications not executed by Mammoet Wind, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Further, should any other person perform any work or service on any part of the Work covered by the warranty, during the warranty period, then Mammoet Wind shall be relieved of its warranty obligations as it relates to such work or service.

12. INSURANCE

a. MAMMOET WIND INSURANCE

Mammoet Wind maintains commercial general liability, standard auto liability insurance.

Mammoet Wind may supply any further or other insurance requested by the Client only if same is available to Mammoet Wind. Additional insurance shall be at Client's expense.

b. CLIENT INSURANCE

The Client, or its Client, shall carry an "All Risk" insurance policy during the existence of the Agreement, which shall stand in priority to any other insurance policy, covering any part of the work to be performed by Mammoet Wind and which policy shall cover at least physical loss, property damage and personal injury, both at the work site and/or during transportation. Client must ensure that Mammoet Wind is added as an additional insured to the policy. The Client shall further ensure that the All Risk insurance policy contains a waiver of subrogation in favour Mammoet Wind. The Client shall, prior to mobilization, provide Mammoet Wind with a certificate of insurance evidencing that the aforementioned coverage is in force and effect.

13. LIABILITY

a. LIABILITY

Mammoet Wind accepts no liability whatsoever beyond any sum recoverable under the stated limits of the insurance policies listed in the certificate provided to the Client. Further, under no circumstance shall Mammoet Wind's liability exceed 10% of the value of the Agreement.

b. CONSEQUENTIAL DAMAGE

Mammoet Wind shall have no liability whatsoever for any consequential, special, exemplary, indirect or incidental losses or damages whatsoever, or for any loss of use, loss of production, cost of capital, loss of goodwill, loss of opportunity, loss of revenues or profit or the loss of use thereof, or damage to or loss of any property or Equipment, whether based in contract (including fundamental breach or breach of a fundamental condition), in tort (including negligence and strict liability) or on any other legal or equitable theory. All of Mammoet Wind's liability shall terminate thirty (30) days following completion, abandonment or termination of the Work.

c. INDEMNIFICATION

The Client shall indemnify, defend, and hold harmless Mammoet Wind, and all of its officers, directors, agents, and employees from all claims, loss, damage, cost, charges or expense, arising out of the Equipment or services performed by Mammoet Wind, except to the extent any of such claims, loss, damage, cost, charges or expense is a result of the gross negligence or willful, wanton or intentional misconduct of Mammoet Wind, or its agents or employees.

14. INTELLECTUAL PROPERTY

All intellectual property rights to drawings, technical specifications, designs, calculations, models, etc. which have been produced by Mammoet Wind and have been provided to the Client, shall remain vested in Mammoet Wind. Without Mammoet Wind's prior, express written approval, said documents may not be copied, displayed and/or provided to third parties. These documents must be returned to Mammoet Wind immediately upon request.

15. MISCELLANEOUS

Unless explicitly agreed otherwise in writing, the Client is not entitled to assign and/or transfer any of its rights and/or obligations under any Agreement to a third party.

Should Mammoet Wind not exercise any right it may have under the Agreement, this shall not be construed as any waiver of such a right. No waiver of any term of Agreement by Mammoet Wind shall be deemed to be a further or continuing waiver of any other term thereof.



The headings of these are for convenience only and shall not affect the interpretation thereof.

If any provision or part of an Agreement or of these Terms and Conditions is rendered void or unenforceable, for whatever reason, then it shall be void and unenforceable to that extent only and no

further. Any such void or unenforceable part of the Agreement or of the Terms and Conditions will be (deemed to be) replaced by provisions, which are neither void nor unenforceable and which differ as little as possible – in view of the aims of the Agreement and the Terms and Conditions and the relevant provisions – from the void and/or unenforceable provisions.