

General terms and conditions for EWC Weather Consult GmbH with information for customers

1 Area of application

- 1.1. These terms and conditions of EWC Weather Consult GmbH, Haid-und-Neu-Strasse 7, 76131 Karlsruhe (referred to below as "EWC") apply to all contracts between the EWC and the customer for EWC services, especially
 - For all individual agreements, framework agreements, individual orders or other contracts (referred to collectively as "agreements");
 - For registration and use of EWC's online portal (the "EWC portal") or the EWC online store at <http://www.weather-consult.com>;
 - For all contracts that are concluded between EWC and customers registered at EWC's online store through EWC's online store.
- 1.2. EWC services consist of B2B offers. They are aimed only at traders as defined in §14 BGB (referred to below as "companies"), i.e. natural or legal persons or private companies with legal capacity, which act when concluding a legal transaction in exercising their trade, business or profession; in doing so a legal partnership is a partnership, which is vested with the capacity to acquire rights and incur liabilities.
- 1.3. Application of the customer's own terms is hereby contradicted, unless otherwise agreed. These terms also apply exclusively, if EWC performs the service without specific reservation with knowledge of the customer's conditions that are contrary to or deviate from these conditions.
- 1.4. In the event of disputes, the provisions of an agreement between EWC and the customer take priority over the corresponding provision of these terms and conditions.

2 Services

- 2.1 As a weather service provider, EWC provides worldwide professional weather expertises, forecasts and databases, statistics, analyses, including wind and location analyses and other related services (referred to below as "data") for the customer's own purposes.
- 2.2 The data are created based on scientific methods. If it involves information about periods of time in the future, it constitutes mere presentations of probability. As the weather and climatic conditions are subject to permanent changes, the actual occurrence of a forecast is not guaranteed.
- 2.3 Customers may choose the services they require from EWC's range and conclude the appropriate agreements in accordance with these terms and conditions, for example an allotment or subscription contract, whereby the agreed services can be accessed or authorised via the EWC portal or through direct contact with the account manager. The data are, as a function of the respective agreement, made available on the EWC

portal for retrieval (pdf download) or sent to the customer online, by fax or regular mail.

2.4 Special conditions for the EWC online store

After successfully registering for EWC's online store, companies also have the opportunity to place orders for and access the services provided online via their customer account. The data transferred via the online store is provided to the customer in their customer account at EWC's online store for access, printing and download (as a pdf). EWC provides the service by making the data available for access through the customer account and notifying them by e-mail. In addition, during the term of the user agreement for EWC's online store customers have access to an archive of their account, in which the data provided are stored. Customers can view, print and save them as well as carry out additional analyses independently online based on specified parameters.

2.5 The exact scope of services results from the contractually agreed performance in each case. With contracts concluded through EWC's online store the significant features of the service are based on the product description defined by EWC in each case.

2.6 Access to the EWC portal and EWC's online store is offered subject to availability. An availability of 100 per cent is technically impossible to achieve. The provider shall strive, however, to maintain the EWC portal and EWC's online store as consistently available as far as possible. Maintenance, security or capacity issues and events that are beyond EWC's control (disruptions in public communication networks, power failures, etc.), may lead to malfunctions or temporary shutdowns of the portal.

3 Conclusion of the contract

3.1 Product and service descriptions and EWC price lists are not binding unless they are part of a contractual agreement. Contracts are concluded by offer and acceptance in accordance with these terms and conditions.

3.2 Special terms in the EWC online store (in particular for the "Wind Potential Analysis"):

3.2.1 In order to place an order at EWC's online store the account must be properly registered and activated. Registration and activation are free; customers who have registered and activated their accounts are able to place orders through the EWC online store. Costs are incurred only for actual orders placed through the EWC online store.

3.2.2 Once registration is successfully completed, the user agreement for the EWC online store comes into effect in accordance with these terms and conditions. Those interested in registering may do so either by e-mail (offer and acceptance) or directly online.

Online registration for the Wind Potential Analysis can be completed as follows:

By following the "Request" registration link the prospective customer arrives at the input screen and can enter registration details online (name of company, surname and first name, user name and password, e-mail, tax ID number, etc.). The data entered must be truthful and complete (if it involves mandatory information). EWC reserves the right, but is not obliged to verify the information. Sending the registration details by clicking on the "Registration" button constitutes a binding offer by the visi-

tor to conclude the user agreement, which EWC can but does not have to accept. Before sending the registration information the prospective user has the option of correcting any details using standard keyboard functions, as long as it has not yet been sent. Receipt of the customer's offer is immediately confirmed electronically (non-binding written confirmation of receipt of entry). The contract between EWC and prospective users regarding the use of EWC's online store only comes about when a confirmation e-mail of acceptance is received from EWC. When the confirmation e-mail is received and access by the customer is activated via the link provided, registration has been successfully completed and the user agreement is concluded in accordance with these terms and conditions.

EWC is entitled to reject prospective users; a right to register does not exist.

To use the fee-based Wind Potential Analysis service, the customer will receive a separate activation email from EWC (by offer and acceptance). After activation, customers may choose a user name and password to use the paid service in EWC's online store.

- 3.2.3. The product descriptions and prices in EWC's online store are binding. Customers may accept the EWC offer to complete the contract by going through the individual ordering stages online and then sending the order by clicking the "Request" button. Clicking the "Request" button constitutes binding acceptance by the customer, whose access to EWC establishes the contract subject to these terms and conditions. Before sending the acceptance customers have the option of correcting any details using standard keyboard functions, as long as it has not yet been sent. In addition, all details are displayed once again in a confirmation window before the acceptance is returned and becomes binding. Receipt of the customer's acceptance and therefore conclusion of the contract is confirmed by the following: if the actual information in the customer's request is correct, an online charge is generated, the result presented and an invoice sent at the same time. If the charge cannot be generated, online billing and invoicing do not take place.
- 3.2.4. The contract wording is filed by EWC and customers can access it by sending a request via their password-protected account. Customers can print and permanently store the terms and conditions.

4 The customer's particular obligations

- 4.1 Customers shall ensure that unauthorised access to the transferred data by third parties is excluded. The data are intended exclusively for the customer's own use.
- 4.2 Customers are responsible for maintaining the secrecy of their access data (in particular the password) to the EWC portal or EWC's online store and any other password-protected areas. Disclosing them to third parties is prohibited. Customers shall inform EWC immediately if there is any indication that access is being or has been used by third parties.
- 4.3 Customers must ensure their designated fax, e-mail and postal address are correct so they can receive data sent by EWC at their respective address. In particular, when using spam filters, customers shall ensure that all emails sent by EWC can be delivered.
- 4.4 Misuse of the EWC portal is prohibited and may lead to termination without notice.

We reserve the right to take other measures and enforce claims against customers in cases of misuse.

- 4.5 Compliance with system requirements on the customer side is the customer's responsibility. EWC technical specifications must be observed and will be provided to customers before the contract is concluded.

5 Granting of user rights

Unless otherwise agreed, EWC grants customers the non-exclusive, perpetual right to use the data for their own purposes, if this follows from the purpose and application of the contract.

6 Prices and payment terms

- 6.1 The prices stated by EWC are net prices in euros and are quoted plus VAT. Unless otherwise agreed, EWC's current price list applies on the date the respective contract is concluded, or in the case of ordering at the online store the published prices on the date the contract was concluded in the online store on the EWC portal.
- 6.2 Unless otherwise agreed, the invoiced amount is due for payment 10 days after receipt without deductions.
- 6.3 For orders in EWC's online store the following additional rules apply:
Provided the description of the particular product on sale does not specify otherwise, EWC offers the following payment option:

- On account

If the payment on delivery option is selected the price to pay is due after the data has been provided for access by EWC and invoiced. In this case, the price is due for payment within 10 days of receipt of the invoice without deduction, unless otherwise agreed.

- 6.4 A payment is considered received as soon as the counter value has been credited to one of EWC's accounts. In case of default, EWC shall be entitled to interest at a rate 10 percentage points above the base rate. EWC's legal rights in the event of a customer's default in payment remain unaffected. As long as invoices are overdue, incoming payments are deducted first from any costs and interest, then from the oldest debt.
- 6.5 For the provision of data on the EWC portal or EWC's online store EWC bears the costs of making the data accessible online and the customer pays the cost of retrieval.

7 Contract term, cancellation

- 7.1 The term of the contract depends on the agreement made with each customer. Unless otherwise agreed, the contract, as long as it involves an ongoing obligation, is concluded for an indefinite period and can be terminated by either party by giving three months' notice.

7.2 Special terms for user agreement in EWC's online store:

- 7.2.1 If a customer has registered for EWC's online store, both parties may cancel the contract for use of EWC's online store at any time by giving 10 days' notice.
- 7.2.2 If termination of the user agreement is effective and if the customer has ordered data through the online store before the termination date but they have not yet been provided to the customer at this time, EWC is obliged to forward the data to the customer by e-mail (as pdf) or by fax.
- 7.3 When the user agreement for EWC's portal or the EWC online store ends, the customer account is deactivated and the customer no longer has access to the portal or store.
- 7.4 The right to extraordinary termination remains unaffected.
- 7.5 Cancellations must be in writing. Customers who have registered for EWC's online store have the additional option of terminating the user agreement by clicking on the "Logout" button in the customer account to end the contract with immediate effect (clicking on the button is considered notice to terminate the user agreement).

8 Liability

For all contractual and statutory as well as tort, damages and compensation claims that customers lodge against EWC for breaches of duty, the following applies to any of their legal representatives or agents:

- 8.1 In cases of negligent breach of a significant contractual obligation, liability is limited to compensation for predictable, typical and average damages incurred when the contract was concluded. Significant contractual obligations are those the contract imposes on the seller based on content to achieve the contract's purpose, the implementation of which makes fulfilment of the contract possible in the first place and on whose compliance the customer can normally rely.
- 8.2 Otherwise the following applies:
 - Liability in the case of negligent breach of duty is limited to the order value.
 - With the loss of documents, data or other information in a general sense EWC is only liable for the expense that would have been required to restore the data if the customer performed proper and regular backups.
- 8.3 The liability restrictions listed in figures 8.1 and 8.2 do not apply, however, to claims due to intent or gross negligence, malice, injury to life, limb or health, insofar as the *Produkthaftungsgesetz* (product liability act) is applied, and with warranty promises, as long as nothing else has been regulated in the warranty statement.

9 Offsetting, retention, assignment

The customer is only entitled to compensation if the counterclaim is undisputed, legally established or acknowledged by EWC. The customer's rights to retention and to refuse performance are excluded, unless EWC does not dispute the underlying counterclaims or these have been legally established.

10 Changes to terms and conditions; applicable law; jurisdiction, contract language

- 10.1 EWC reserves the right to make changes to these terms and conditions. Customers will be notified of changes by e-mail six weeks before they take effect. Customers are entitled to dispute these changes within four weeks of receipt of the notification email. This objection must be made in writing (e.g. email). The changes are deemed accepted and binding if customers agree to the changes or have not objected to them within a period of four weeks. EWC refers especially in the confirmation e-mail to these legal consequences and the option to object.
- 10.2 The law of the Federal Republic of Germany applies while excluding the laws on the international sale of goods and conflicting laws.
- 10.3 If the customer is a merchant, legal entity under public law or a separate asset subject to public law, the exclusive place of jurisdiction is Karlsruhe. The same applies if the customer has no general jurisdiction in Germany or the EU or his domicile or normal place of residence are unknown at the time legal action is taken.
- 10.4 The contractual language is German. If these terms and conditions are provided in another language, this is only for information purposes. In case of contradictions between the translation into another language and the German version or in questions of interpretation the German version alone is applicable.

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