

EQUIPMENT SUPPLY CONTRACT – WIND FARM

CHAPTER 1 – CONTRACTING PARTIES

This supply contract (hereinafter referred to as the “Contract”) is concluded today, [date of signing], between:

1.1. [BENEFICIARY], a legal entity organized under the laws of [nationality], with its registered office at [full address], registered with [registration authority] under no. [number], having the unique identification code [CUI/VAT], IBAN account [bank account], opened at [bank], legally represented by [Full Name], in the capacity of [Position], hereinafter referred to as the “Purchaser” or the “Beneficiary”;

and

1.2. THE SUPPLIER:

[NAME OF SELECTED OFFEROR], a legal entity organized under the laws of [nationality], with its registered office at [full address], registered with [registration authority] under no. [number], having the unique identification code [CUI/VAT], IBAN account [bank account], opened at [bank], legally represented by [Full Name], in the capacity of [Position], hereinafter referred to as the “Supplier” or the “Contractor”.

CHAPTER 2 – OBJECT AND PRICE OF THE CONTRACT

2.1. The object of this Contract is the supply, transportation, assembly, installation, and commissioning of a new electricity generation capacity with a minimum installed power of 47.6 MW, consisting of 7 wind turbines with a capacity of ... MWp each (or equivalent, provided that the minimum total installed power is met), a SCADA-type monitoring system, electrical connection equipment (both DC and AC), and any other components/equipment/subassemblies necessary for assembly, installation, and integration, ensuring compliance with the specifications in the technical requirements documentation and related project documentation, applicable quality standards, and project requirements.

2.2. The Supplier undertakes to deliver brand-new equipment, compliant with applicable standards, accompanied by CE certificates, declarations of conformity, complete technical

documentation, and operation and maintenance manuals (O&M manuals), drafted in the Romanian language.

2.3. In the context of the above, the object of the Contract includes:

1. New, complete, and functional equipment, delivered together with CE certification and declaration of conformity.
2. Transportation of the contract equipment at least up to the entrance of the plant site (including payment of any applicable customs duties).
3. Full assembly and installation of the equipment at the project implementation site.
4. The supply, installation assistance, integration, commissioning, training, and complete technical documentation for the SCADA (Supervisory Control and Data Acquisition) system dedicated to the real-time monitoring and control of the supplied equipment, in accordance with the requirements of this documentation.
5. The preparation and delivery of the Technical Book (Technical Documentation) for each delivered equipment unit, drafted in the Romanian language, which shall include all relevant information regarding assembly, commissioning, operation, and maintenance of the equipment, in accordance with applicable standards and current legal requirements. The documentation shall explicitly include the Operation and Maintenance Manuals (O&M Manuals) and shall constitute an integral part of the contractual obligations assumed by the economic operator, with the purpose of ensuring the proper and safe use of the equipment.
6. Assistance in all activities and services required for the commissioning of the equipment, including functional and performance tests, full integration of the equipment into the existing system, as well as the correction of all non-conformities or malfunctions identified during the process, up to final acceptance. These activities form part of the contractual obligations and must be performed in compliance with the technical regulations, applicable standards, and the requirements of the tender documentation, until final acceptance without objections, in accordance with the tender documentation and contractual provisions.

7. The complete package of guarantees required according to the technical specifications and as offered and declared as winning.
8. The insurances required according to the technical specifications and as offered and declared as winning.
9. Technical support during the warranty period.

2.4. The Supplier undertakes to comply with all technical requirements specified in the Technical Specifications and in its winning bid, attached to this contract, as well as all applicable legal and technical regulations relevant to the energy sector.

2.5. The equipment shall be purchased and shall become the property of the Beneficiary immediately upon delivery and payment.

2.6. All equipment shall be designed to allow convenient installation, operation, maintenance, and preventive testing.

2.7. The Project shall guarantee operation at nominal parameters under the defined operating conditions, taking into account the specific environmental influences.

2.8. The Technical Specifications, the clarifications, the offer submitted by the economic operator declared as the winner, as well as the documents regarding the beneficial owner, in their updated form, where applicable, shall form an integral part of this Contract, as annexes.

CHAPTER 3 – TERM OF THE CONTRACT

3.1. The duration of this Contract is a maximum of 14 months from the date of its signing, without exceeding the final deadline of 31.12.2026.

3.2. The duration of the supply contract is directly correlated with the duration of the financing contract. In the event that the financing contract is extended, the supply contract shall be extended accordingly, by means of an addendum.

CHAPTER 4 – OBLIGATIONS OF THE PARTIES

4.1. The equipment supplied shall be new, complete, fully functional, compliant with applicable standards and technical regulations, and shall be accompanied by complete technical documentation, including the CE Certificate and Declaration of Conformity.

4.2. The Supplier is obligated to guarantee the full functionality and proper integration of the equipment for the purpose intended by the project, regardless of any material errors or omissions in the technical specifications. Any technical, functional, or integration nonconformity, as well as any discrepancy regarding compatibility, performance requirements, mathematical modeling, or interfacing, shall be fully remedied by the Supplier, at its own expense, until final acceptance without objections.

4.3. The Supplier shall provide the following warranties:

(i) Advance payment guarantee, which covers the risk of improper use and non-return of the advance paid, in situations where the Bidder does not fulfill its obligations to justify/use the advance granted.

(ii) Manufacturing Warranty, covering any manufacturing or material defects arising during normal operation (including turbine, nacelle, generators, blades, control and safety systems, etc.).

The offered warranty is (minimum 5%) of the contract value and valid for (minimum 24 months) from the date of signing the Final Functional Acceptance Report (PVRFF). The Supplier shall provide free interventions for all issues covered by the warranty during the warranty period. During this period, the Supplier shall bear the costs of replacement components, associated labor for their installation, and any costs related to the service team's travel.

(iii) Performance Warranty, ensuring the fulfillment of the contractual obligations by the bidder.

The offered warranty is (minimum 10%) and valid (at least) until completion of compliance testing and issuance of the compliance certificate by the grid operator.

4.4. The Supplier is obligated to contract, at its own expense, Cargo Insurance, valid from the moment of equipment dispatch until delivery. The insurance shall cover loss, damage, theft,

improper handling, adverse weather conditions, etc., and shall provide “all risks” coverage for the entire transport route. The insured value shall equal the total value of the transported equipment. In the event of an insured occurrence, the Supplier shall notify the Beneficiary and ensure full recovery of damages without delay.

4.5. In addition to the core obligations defined under Chapter 2, the Supplier is also obligated to ensure any additional elements/services/costs required for the fulfilment of the Contract’s object, even if not expressly mentioned in the technical specifications and annexes, but necessary for proper contract execution.

4.6. The Supplier shall provide all relevant technical information required for the integration of the equipment into the final wind farm project. This includes, but is not limited to: detailed technical drawings, installation diagrams, assembly and operation specifications, functional diagrams, and any documents required for structural calculations, infrastructure dimensioning, installation compatibility, and the development of the overall technical design. The information shall be delivered clearly, completely, and within the contractual deadlines to ensure proper integration into the project’s technical and construction solution.

4.7. The Purchaser shall ensure the Supplier and its approved subcontractors constant free, safe, unobstructed, and unrestricted access to the site and each turbine installation location for the entire duration of this Contract, in order to enable the Supplier to fulfil the assistance obligations specified in Chapter 2.

4.8. The Parties may amend the Contract by means of an Addendum, concluded under the conditions provided in the initial contractual clauses. Signed addenda shall not modify the elements that led to the initial awarding of the procurement contract to the Supplier. The purpose of any addendum must remain directly linked to the object of the original Contract.

CHAPTER 5 – OBLIGATIONS OF THE PURCHASER

- 5.1. The total contract price is in accordance with the financial offer submitted, in the amount of ... RON/EUR, with or without VAT.
- 5.2. The Purchaser shall pay an advance in the amount of [...].
- 5.3. The remaining contract price shall be paid as follows: [...].

- 5.4. The contract price is firm for the entire duration of the contract and cannot be adjusted.

CHAPTER 6 – ACCEPTANCE

- 6.1. The Supplier shall provide assistance during the performance of tests and inspections of the delivered equipment. All equipment and materials required for carrying out tests, trials, and inspections (including Commissioning) shall be provided by the Supplier.
- 6.2. If the results of the tests/trials/inspections do not meet the requirements of the technical specification, or if other defects attributable to the Supplier are identified, the Supplier shall implement the necessary corrections and repeat the test at its own expense. The test is considered successful if it demonstrates compliance with the technical specifications and the warranties. Failure to comply with the technical specification constitutes grounds for rejecting the equipment.
- 6.3. The equipment shall be accompanied by the Technical Book, Quality Certificates/Declarations of Conformity, and Warranty Certificates (as applicable). All products shall be delivered and commissioning assistance and testing shall be provided so as to meet the deadlines specified in the contract.
- 6.4. Acceptance of the supplied equipment and assistance during installation works shall be carried out in two stages:
- (i) Quantitative and qualitative acceptance upon delivery, performed at the project implementation site, based on accompanying documents (invoice, declaration of conformity, approvals, Technical Books, etc.) – completion shall be recorded in a *Quantitative and Qualitative Delivery Acceptance Report at the Site (PVRCCLS)*, signed also by the Supplier's representative;
 - (ii) Assistance during installation acceptance, carried out after completion of mechanical, electrical, and grid connection installation works (or other applicable connection solutions) – completion shall be recorded in an *Installation Completion Acceptance Report (PVRTL)*. Completion of this

stage shall be confirmed by signing the installation and testing finalization report, also signed by the Supplier's representative.

- 6.5. Acceptance shall be carried out by a committee appointed by the Beneficiary and shall be recorded in a partial acceptance report, signed with or without comments.
- 6.6. The Supplier is obligated to remedy, at its own expense, any deficiency, nonconformity, or missing item identified during the acceptance process, within the limits of its responsibility.
- 6.7. Acceptance does not exempt the Supplier from the obligation to guarantee proper operation, committed performance, and compliance with the procurement documentation.
- 6.8. Functional Testing and Trial Operation
 - 6.8.1. After completion of installation and full connection of the turbines to the system, a functional and performance testing and trial period shall be conducted.
 - 6.8.2. The trial period shall have a minimum duration of 72 hours of continuous operation without defects for each wind turbine, under real operating conditions, connected to the grid, with monitoring of all technical parameters (delivered power, availability, safety).
 - 6.8.3. Upon completion of the trial period, the Acceptance Committee shall prepare a *Final Functional Acceptance Report (PVRFF)*, with or without observations, and the Supplier shall participate in the acceptance and sign the report.
- 6.9. The Final Acceptance triggers the start of the manufacturing warranty period provided under the contract and certifies the official acceptance of the system by the Beneficiary.

CHAPTER 7 – TERMINATION OF THE CONTRACT

This Contract shall terminate on the date of full performance of all obligations provided herein, or as a result of a material breach of its obligations by either party, or if a force majeure event continues for more than 180 days.

CHAPTER 8 – CONFIDENTIALITY

9.1. Each party shall treat as strictly confidential and shall not disclose or use any information relating to this Contract or any ancillary agreement, including the related negotiations.

9.2. The restrictions contained in Clause 9.1 shall not apply if and to the extent that:

- a) the disclosure is permitted under this Contract;
- b) the disclosure is required by any applicable law or by a court of law;
- c) the disclosure is required by any stock exchange or by a regulatory or governmental authority;
- d) the disclosure of information is required in accordance with any accounting standards or requirements;
- e) the disclosure is necessary for the enforcement of this Contract in legal proceedings;
- f) the parties have provided written consent to the disclosure;
- g) the information is or becomes public (other than as a result of a breach of this Contract);
- h) the disclosure is necessary in order to obtain advice from a professional adviser who is, in turn, bound by confidentiality obligations; or
- i) the disclosure is necessary within the internal group of the respective party.

CHAPTER 9 – GOVERNING LAW

This Contract shall be governed by Romanian law.

Supplier,

Purchaser,