



## TERMS – Onrope Unipessoal Lda - ONROPE ®

1. **PURPOSE:** Onrope Unipessoal, LDA, Holder of the tax identification number 513182896, with headquarters at Rua Justino Teixeira 601, Unit 4,4300-280 Porto, Portugal, is dedicated to the inspection, maintenance, and repair of wind turbine blades; the provision of mechanical and electrical services for wind turbines; the inspection and maintenance of ladders, lifelines, lifts, anchor points, differentials, lifting equipment, evacuation and rescue devices, trade and distribution of ladders, fall arresters systems, lifts, anchor points, differentials lifting equipment, evacuation and rescue devices, trade and distribution of components and materials for repair and maintenance of ladders, lifelines, lifts, anchor points, differentials, lifting equipment, evacuation and rescue devices; trade and distribution and inspection of personal protection equipment; services in rope access; specific training in vertical works, works in wind turbines, and offshore; consultancy in the wind industry area; non-destructive tests for quality control of welded joints, connecting elements, sheet metal; inspection of corrosion effects, dimensional control, extensometre, Visual Inspection, Magnetic Particle Inspection, Liquid Penetrant, Ultrasound, Radiography, Acoustic emission, Eddy current, Thermography, Hardness Testing, calibration and balancing, weld repairs, application of heat treatment after welding; inspection of welding equipment, verification of welding consumables, inspection of welders; construction; it is the testing and technical analysis of all types of materials and products in order to determine both their composition and purity, as well as qualification, reliability, and defects. The analyses and tests cover several areas: quality of air and water, food and feed hygiene (including veterinary checks and tests related to food manufacturing); characteristics and behaviour of materials (strength, thickness, durability, radioactivity, etc. .); testing of the equipment operating characteristics (motors, automobiles, electronic equipment, etc.); radiographic testing of welds and connections; assays with templates or models (aircraft, ships, dams, etc.); acoustic and vibration testing; measurement of radioactivity; technical control of buildings and facilities, and periodic roadworthiness tests for motor vehicles for the preservation of safety. It includes testing and certification of ships, consumer goods, aircraft, pressurized containers, nuclear facilities, police laboratory management, and certification of similar activities.

1.2. **SCOPE:** The terms and conditions contained herein apply to all entities, natural or legal persons, public or private, which fully understand the content and contract the services of ONROPE knowing and accepting its conditions and terms. Without prejudice to its applicability to all contracts and services requested to ONROPE, the latter reserves the right to revoke, limit, or waive, in whole or in part, the provisions herein, by written stipulation of special conditions that specifically identify the provisions repealing, disregarding, or limiting, in whole or in part, this document.

1.3. These conditions are available on the ONROPE website (<http://www.onrope.pt/>) and may be attached to electronic communications exchanged with the CLIENT, presuming that the reply to the communication, or the award of the services / works in question, accedes total knowledge and acceptance, without reservations.

2. **TERMS AND CONDITIONS:** ONROPE provides the services identified in 1. on their behalf or under the brands associated with the company (including the brand Onrope ®), or through subcontracted companies or persons that execute the services.

2.1. The execution of the services contracted with ONROPE (identified in 1.) will comply by the terms set in the manuals available for the type of services specified according to the *leges artis* of the type of service or application in question, and consistent with the instructions requested by the CLIENT, with ONROPE reserving the right to perform differently from the CLIENT'S instructions whenever these contradict the manuals, *leges artis*, safety conditions, or the proper execution of the service. These cases will not be considered a modification of the request by the contractor.

3. **EXECUTION:** The work ordered / requested will be carried out under the terms of the preceding paragraphs, in the case of inspection, certification, testing, verification, or similar activity, and will or may be executed per sample e.g.: verification sample or percentage of the components regarding the total number ).



3.1. Services such as mass imbalance, profile plate check, salt test, cross cut test, among others, constitute autonomous services that can be outsourced and subject to autonomous pricing and billing, and are not included in the globally contracted service / work, only being carried out if specifically ordered and / or requested by the CLIENT.

3.1.1. The translation of documents is subject to autonomous billing and not included in the initial set budget;

3.2. Services / work requested and confirmed will be completed within the time limits upon tender awarding according to the deadlines previously estimated and the parameters defined in the tender award.

3.3. The duration of the work referred to in the preceding paragraph may be altered due to the work execution conditions, the information provided by the CLIENT, atmospheric conditions or others, and the CLIENT is to inform ONROPE of all the circumstances for the execution of works and provide all the means necessary for the proper conduct of the work, including the delays or procrastinations referred to hereunder. Whenever ONROPE is faced with limitations or difficulties that delay, hinder, or jeopardise the normal management and quality of the work, the CLIENT is to immediately alert ONROPE, and the latter is not liable for any loss or damage that may result from the non-execution or defective execution of the services / works requested.

3.3.1. The CLIENT is obliged to ascertain and report on safety issues and the means for their verification and compliance, as well as supply all of the necessary elements for the compliance with the legal requirements (including tax, labour, environmental, or specific applicable regulations) national and / or international, pertinent to the service / work requested, and the omission of such information could result in additional costs to the price and budget stated.

3.3.1.2. The weights for equipment testing (e.g.: differential lifts, hoists, platforms, and others) are provided by the CLIENT, and should be placed, on time, and ready to use, at the entrance to the turbine.

3.3.1.3. The CLIENT is to facilitate and allow access to the turbine by building and setting up the paths and access to it while taking into consideration that ONROPE will travel in a conventional car, as well as provide a power generator, the equipment required to carry out services / work, access, travel, and lifting means, under penalty of default of these terms in the contract. If the work / services require the use of a special transportation vehicle, this is to be supplied by the CLIENT.

3.3.1.4. The CLIENT is to submit the interventions' records concerning the subject of the service / contract to ONROPE beforehand. If this does not occur, ONROPE will consider that all the components, be they for intervention or not, are in perfect condition, and is not responsible for the failure to check or repair the objects already intervened, marked in interventions, or that should have been reported in previous interventions.

3.3.2. ONROPE can only carry out services under wind speeds (average in 10 minutes) of up to 10 metres / second, or wind gusts of up to 12 metres / second. Whenever there are adverse conditions, the execution of the work is to be suspended as provided herein.

3.3.2.1. Measurements to verify the weather conditions of the preceding paragraph are to be carried out using the ONROPE anemometer or the turbine anemometer.

3.3.3. In the event of a thunderstorm, rain, actual or anticipated, or any atmospheric conditions which impair the safety or performance of the work, the latter will be suspended under the terms and conditions set forth herein.

3.4. Safety or compensatory measures, included in the risk analysis, will always prevail over any other instruction, and if a change of the work plan is verified as a result of the risk analysis, even if during the execution of the services, this will result in the modification of the indicated prices and deadlines, and may also result in price revision or the legitimate termination of the contract by ONROPE.



3.4.1. The CLIENT has sole responsibility for the management of personnel assigned to the requested service, with ONROPE having no liability for the legal obligations, employment or contractual regulations, or any other applied to the staff at the service of the CLIENT, even when related to the service / work executed.

3.4.2. ONROPE is not responsible for any stoppage of the turbines, regardless of the service / work requested, or even in the case of monitoring, inspection, repair, or any other.

3.5. All repair procedures or inspections are carried out according to ONROPE's experience and methodology and, in the event of the CLIENT requesting a different procedure, this should be informed prior to contracting the service or requesting information. ONROPE is not responsible for the non-use of a specific procedure when not explicitly requested by the CLIENT.

3.5.1. The CLIENT is to provide all of the necessary elements for the compliance with the legal requirements, national and international, applicable to the service / work requested, specifically mandatory legal provisions and communications for the customs, tax, fiscal, emigration, labour, and environmental authorities, or other legal obligations, and any loss resulting from the lack of information and consequent communication of the elements mentioned in this section, namely, any penalties, misdemeanours, fines, or others that result from this omission, is directly attributable to the CLIENT.

3.5.2. If there are legal or contractual specificities, or others that apply to ONROPE or its staff, it is the CLIENT's responsibility to inform of this, and the latter may be liable for the omission of such information and sanctions, offenses, or losses accruing to ONROPE caused by the violation of any legal provision or other that these terms foresee.

3.6. Reports on the execution of the work contracted, particularly those relating to the wind turbine blades or equivalent equipment, if applicable, will be sent, by email, within a minimum period of six weeks from the last working day, as defined in this contract .

3.7. It has been agreed that the verification, inspection, monitoring, detection, and supervision of damages, as well as the aforementioned reports, will be sent by e-mail, and the CLIENT is to indicate the e-mail address suitable for this purpose at the time of acceptance of the contract, and, in the absence of such information, it is assumed that the e-mail address used at the time of the contract or, failing this, the general email contacts of the CLIENT, is the correct address for this purpose, and will be recorded by ONROPE for a limited period of three (3) months.

3.7.1. Consulting services, information, and clarifications are subject to separate billing.

3.8. Training services requested to ONROPE will be of an autonomous contract, with terms and conditions for billing and payment separate from the present terms and conditions.

3.8.1 Without prejudice to the aforementioned clause, ONROPE reserves the right to refer to this agreement in regards to the training services that may be requested, upon notification to the CLIENT.

4. **BILLING AND PRICING:** The price for the services / work requested will be determined when the service is requested, and may be calculated for the execution of the service / work as a whole or per day / hour of execution, and in this case will always be charged for a minimum of half days or full days, depending on whether it is more or less than four hours.

4.1. Invoices issued in compliance with all the legal requirements will have an expected payment date of 30 days from the date of issue, unless expressly stated in the invoice itself, and the payment should be made to the IBAN indicated in the invoice. ONROPE reserves the right to demand proof of payment.

4.1.1. Invoices will be issued in phases, according to the following parameters or others to be set in the proposal: the first invoice may be issued with the contract (costs of mobilization of resources); the following invoices will be issued, unless specified otherwise, with the demobilization or verification of the overall services or worked days.



4.1.2. In the event of the necessary elements not being provided for the issuance of the invoice, the latter will be issued with the elements available and may only be changed by the CLIENT's initiative.

4.2. In the event of external circumstances forcing ONROPE to interrupt, postpone, or suspend the execution of the work, the issue of new invoices for the time of execution or suspension, and the review of the initial budget, may be required.

4.2.1. In the event of the services being suspended, the amount stated in the budget will be reimbursed according to the parameters contained in the proposal (e.g.: accommodation, travel, or other predetermined costs), calculated according to the duration of suspension of services.

4.2.2 The mobilization / demobilization by car of the resources listed in the budget proposal (including vehicle, equipment, and accommodation) will be included in the budget, and will include the day before and after the execution of the service.

4.3. Consulting services and information referent to the work carried out is to be subject to autonomous pricing and billing, according to the same terms and conditions of the execution services, and may be sent by email, under the determined and designated terms for the sending of reports, as foreseen in 3.7. .

4.4. The possibility of additional work to that which was initially estimated is accepted by the parties for all the work / services requested, with a limit of 10%. If this limit is exceeded, and the volume of work / services is over 10%, agreement from both parties must be obtained and a new contract signed.

4.5. The elements that make up the allowances, expenses or equivalents, are to be clearly identified in the invoice. The materials used or supplied are an integral part of the overall price in the invoices.

4.6 The non-payment of invoices or provisions for expenses issued by ONROPE and within the stipulated time could result in the termination of the contract with the obligation to pay the full set amount. Furthermore, a default interest rate of 15% + 6-month Euribor will be applied, calculated on the value of the unpaid invoices, with a late payment penalty of 5% per day of outstanding debt from the date of maturity of the invoices to its full payment.

4.7. If the termination or cancellation of services / work by the CLIENT occurs before the mobilization of the work resources, this will entail the payment of 50% of the total amount budgeted, without prejudice of additional damages arising from the cancellation, if applicable.

4.8. Unless agreed on between the parties, the terms and conditions of payment are fixed, except in the cases considered in this section.

4.9. If national or international legislation or stipulation applicable to the service / work or to the CLIENT results in additional taxation or double taxation, ONROPE will charge the CLIENT, in addition to the amount budgeted and / or invoiced, with the amount corresponding to such additional tax and related administrative costs.

4.9.1. In the event of an obligation or tax as per referred to in the preceding paragraph, and if this is not reported by the CLIENT, ONROPE reserves the right to demand compensation for the loss and damage caused by the omission of information.

**5. EXECUTION OF SERVICES / WORKS:** It is the CLIENT's responsibility to indicate or provide materials, tools, and specific equipment for the execution of the work. Without express indication, ONROPE will use materials, tools, and equipment that seem indicated for the type of service / work, and the CLIENT may not demand any responsibility for their use, or refuse to accept the service / work or its payment. If it is necessary to present any equipment quality certification or others, then these must be requested upon the signing of the contract of the service / works.

5.1. ONROPE is not responsible for the quality of the materials used if, under any circumstance, damages inherent to the quality or content are evident, but will provide information on the manufacturer or supplier of such materials.



5.2. A claim for defective work or service must be reported within 30 days from the last working day. After this time, ONROPE is available to check any abnormality, but reserves the right to invoice the travel cost, the service, and the materials used. Notwithstanding, complaints of interlocutory works have to be made within 8 days following completion of the same.

5.3. The CLIENT is to verify, through their technical services or others, the services / work provided upon delivery.

5.4. Repairs or rectifications carried out by ONROPE will be invoiced autonomously, under the scope of the general terms.

5.5. Any service / work may be suspended after 4 weeks of work, and the teams assigned may be replaced.

5.6. ONROPE will not be liable for damages, loss, or others which result from the stoppage of the turbine following repairs or other services / work, even if slippage occurs during the service / work period.

5.7. In case of repair or rectification, and without prejudice to another period being agreed on at the time of the contract signing for the service / repair work, or in the event of more time being needed or excess work occurring during the execution being verified, the time limit for the repair or rectification is 15 days, unless the delay is caused by the absence of materials, equipment, tools, or means of access, or any other cause that is unpredictable or extraneous to ONROPE .

6. **CONTRACT TERMINATION:** The default of the provisions of these terms and conditions shall be grounds for the legitimate termination of the contract by ONROPE, with the applicable penalties provided herein, including the conditions for the suspension or withdrawal of services / work, without prejudice to others verified and to which they are added or superimposed.

6.1. The resolution of the contract is communicated to the CLIENT, according to the means and conditions foreseen in this agreement (referred to in 3.7) and the terms of invoicing and penalties provided herein are applied.

6.2. Under the terms of this contract, ONROPE may legitimately refuse the execution of services / work depending on the conditions and terms set forth herein.

6.3. Without prejudice to the previous clause, ONROPE may also invoke Force Majeure to justify the refusal to execute the service / work.

6.3.1. For purposes of the previous paragraph, Force Majeure are: natural disasters and calamities, fires, wars and riots, epidemics, acts of terrorism, administrative, political, or social riots, and strikes, in the event of these events or circumstances delaying or impairing the execution of the contract.

6.3.2. Force Majeure cannot be invoked by the CLIENT for the resolution or termination of the contract – instead, in these cases, applying the terms defined for the suspension of services/work, and the lack of information given on these events or other conditions that may constitute Force Majeure could make the CLIENT liable for the losses, costs, and damages that result from this omission.

6.3.3. The parties undertake to cooperate so as to avoid or minimize possible effects resulting from force majeure events.

7. **COMPENSATION:** Without prejudice to the suppression of work, excess work, expenses, and additional charges, and without prejudice to clause 4.7, the termination of the contract for reasons not attributable to ONROPE shall entail the payment of compensation equal to the amount budgeted for the service / work, plus additional losses and damages that may have occurred.

7.1 For the purpose of calculating the compensation amount, the criteria for price or value / hour set in the budget or the estimated value indicated for the entire work / service will be applied.



7.2. Additional costs will be calculated by reporting the price indicated in the budget or the overall price for the work / service, and those that are not included in the budget must be included in a separate document or detailed invoice.

**8. RECONCILIATION COMMISSION, JURISDICTION, AND APPLICABLE LAW:** For any resolution that the parties cannot reach under the interpretation or execution of the terms and conditions of this contract, the parties undertake to hold a Conciliation Commission before resorting to legal proceedings.

8.1. The party seeking to resolve any dispute is to notify the other, at their headquarters, so that they may set up a Conciliation Commission within the following 15 days;

8.1.1. The Conciliation Commission shall be composed of 3 (three) judges, chosen as follows: 1 (one) member of the panel appointed by the CLIENT, 1 (one) member of the panel appointed by ONROPE, and 1 (one) member of the panel chosen by both parties;

8.1.2. With the Conciliation Commission set up and in accordance with the terms and conditions and applicable law, the interpretation and resolution suitable for the dispute will be decided on.

8.1.3. The Conciliation Commission has autonomy to request the information and documents from the parties which may prove essential to the proper decision of the dispute.

8.1.4. The Conciliation Commission is to act and decide according to the dictates of good faith, the transparency of the contract, and due process of law and, under penalty of forfeiture of the decision, is to issue a final decision within 15 days of being set up and never 45 days after the formation request thereof.

8.2. In the event of the Conciliation Commission being unappealed, or if for a serious reason the Commission is not set up, all disputes regarding these terms and conditions, the interpretation and execution of the contract, including, without limitation, those relating to its validity, interpretation, performance, resolution, billing, and payment, which also cannot be resolved amicably through negotiation between the parties, shall be of the exclusive jurisdiction of the District Court of Porto, Portugal, with express waiver of any other.

8.3. These terms and conditions are written in Portuguese, without prejudice of a translation of the same to be made into the English language.

**9. INSURANCE:** ONROPE has insurance covering the risk of the activity, but this will not cover any injury, accident, or damage to the CLIENT's staff (including those from third parties, whose activities are of the client's responsibility) or those caused to third parties, which are the responsibility of the CLIENT.

9.1. The CLIENT is to promote the underwriting of the insurance policies so as to cover the risk and damages of their responsibility.

**10. INTELLECTUAL PROPERTY AND CONFIDENTIALITY:** The CLIENT agrees not to copy, disclose, or transmit, directly or indirectly, to any third party, any and all data and facts relating to the contractor or activity developed by it, to which he has access by means of this contract; this prohibition is to remain in force during the term of this Contract and after its termination for any reason, under penalty of the associated liability for any damage caused, particularly in relation to the reports used and sent by ONROPE, the organization, activities, administrative, commercial, industrial, or financial studies, to the techniques, knowledge, methods, projects, studies, production secrets, software, and licenses, and the ideas related to these fields, developed or implemented, actual or potential, are subject to confidentiality and the CLIENT agrees, under penalty of being found liable, to take all necessary measures to ensure the confidential treatment for an unlimited period of time, of the included elements, and restore, upon request, all the documents provided by ONROPE; without this implying the right to any damages, compensation, or costs.



10.1. Confidential data, are any and all information and technological experience, designs, specifications and technical characteristics, equipment, tools, materials, or others supplied directly or indirectly by ONROPE, without prejudice to the work requested due to its nature, setting this requirement aside when the intention is to show or document to third parties.

11. **AMENDMENTS:** Any change or amendment to this Agreement shall only be valid if put into writing and addressed to the CLIENT, in which it explicitly states the terms subject to amendment or additions, without prejudice to the changes that are already foreseen in this contract and others defined in the contract signing or execution of the work.

12. **INVALIDITY:** The possible declaration of invalidity, of any provision of this contract, regardless of the reason, does not impair the validity and subsistence of the present contract and all of other clauses.

13. **NOTIFICATIONS AND ADDRESS FOR SERVICE:** Any notification to be made between the parties under this contract, may be conducted by email, pursuant to this contract, particularly in the terms of the earlier clause 3.7, considering for all legal purposes the headquarters of the parties as an address for service for appropriate legal purposes, without prejudice to the possibility of extending the address to company branches or other group entities, when these are the interlocutors or contractors.