

**EXH. JPH-21C  
DOCKETS UE-240004/UG-240005  
2024 PSE GENERAL RATE CASE  
WITNESS: JAMES P. HOGAN**

**BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION,**

**Complainant,**

**v.**

**PUGET SOUND ENERGY,**

**Respondent.**

**Docket UE-240004  
Docket UG-240005**

**TWENTIETH EXHIBIT (CONFIDENTIAL) TO THE  
PREFILED DIRECT TESTIMONY OF**

**JAMES P. HOGAN**

**ON BEHALF OF PUGET SOUND ENERGY**

**REDACTED VERSION**

**FEBRUARY 15, 2024**

**CONTRACT  
FOR THE SALE OF POWER GENERATION EQUIPMENT  
AND RELATED SERVICES**

**between**

**GE RENEWABLES NORTH AMERICA, LLC  
and**

**PUGET SOUND ENERGY, INC.**

## Table of Content

		<b>Page</b>
Article 1	Effectiveness .....	3
Article 2	Scope of Supply .....	3
Article 3	Price and Payment .....	4
Article 4	Options.....	4
Article 5	Termination .....	4
Article 6	Limitations of Liability .....	4
Article 7	Governing Law; Disputes .....	4
Article 8	Contract .....	4
Article 9	Entire Agreement.....	5
Article 10	Cooperation .....	5
Attachment 1	Scope of Supply and Options .....	7
Section 1 A	Scope of Supply.....	7
Attachment 2	Schedule .....	20
Appendix A of Attachment 2	TRANSPORTATION SUPPLEMENT .....	24
Attachment 3	Price, Payments and Termination Charges .....	26
Attachment 4	Governing Law, Disputes and Limitations of Liability .....	35
APPENDIX A SECTION 1	SPECIAL CONDITIONS .....	39
SC1-1	Definition of the Equipment .....	39
SC1-2	Project Management .....	39
SC1-3	Schedule Assumptions, Conditions, Shipment and Delivery .....	40
SC1-4	Mechanical Completion and Turbine Completion .....	42
SC1-5	Buyer’s Obligations .....	44
SC1-6	Site Conditions .....	46
SC1-7	Environment, Health and Security .....	46
SC1-8	Delays in Turbine Completion Due to Wind Conditions .....	47
SC1-9	Delays in Delivery or Turbine Completion .....	48
SC1-10	Notification of Defects Before Turbine Completion .....	49
SC1-11	Warranty .....	49
SC1-12	Power Curve Guarantee.....	51
SC1-13	Overall Limitation on Liquidated Damages.....	52
SC1-14	Sound Level Guarantee .....	53

SC1-15	Spare Parts .....	53
SC1-16	Title .....	54
APPENDIX A SECTION 2 GENERAL CONDITIONS OF CONTRACT .....		55
GC 2-1	Taxes 55	
GC 2-2	Permits; Manner of Performance.....	55
GC 2-3	Changes 56	
GC 2-4	Observation, Inspection and Factory Tests .....	57
GC 2-5	Shipment to Storage.....	58
GC 2-6	Excusable Delays .....	59
GC 2-7	Patents 60	
2-8	Software License .....	61
GC 2-9	General Indemnity.....	61
GC 2-10	Insurance .....	62
GC 2-11	Suspension.....	64
GC 2-12	Termination for Cause .....	65
GC 2-13	Proprietary Information .....	66
GC 2-14	Personal Data Protection .....	67
GC 2-15	Export Control .....	67
GC 2-16	Assignment; Change in Control .....	68
GC 2-17	Miscellaneous Provisions .....	69
APPENDIX A SECTION 3 DEFINITIONS .....		70
APPENDIX A-1 FORM OF LIEN WAIVER .....		79
APPENDIX A-2 FORM OF FINAL LIEN RELEASE AND WAIVER.....		80
APPENDIX A-3 FORM OF CHANGE ORDER .....		81
APPENDIX A-4 FORM OF DOMESTIC CONTENT CERTIFICATE .....		82
APPENDIX A-5 WAGE DETERMINATIONS.....		83
APPENDIX B TECHNICAL SPECIFICATION.....		84



**CONTRACT  
FOR THE SALE OF POWER GENERATION EQUIPMENT  
AND RELATED SERVICES**

**THIS AGREEMENT** is entered into as of December 1, 2023 (the “**Contract Execution Date**”) by and between:

**GE RENEWABLES NORTH AMERICA, LLC**, a Delaware limited liability company, having offices at 1 River Road, Schenectady, New York 12345, (the “**Seller**”); and

**PUGET SOUND ENERGY, INC.**, a corporation organized and existing under the laws of Washington with a principal place of business at 355 110<sup>th</sup> Ave NE, Bellevue, Washington 98004 (the “**Buyer**”)

The Buyer and the Seller are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**Recitals**

**WHEREAS** Seller is engaged in the business of manufacturing, delivering and commissioning the type of power generation equipment described in Attachment 1; and

**WHEREAS** Seller desires to sell and the Buyer desires to purchase the power generation equipment (the “**Equipment**”) and related services (the “**Services**”) described in Attachment 1, intended to be installed and performed at the Beaver Creek 1-4 Wind projects (the “**Facility**” or together the “**Project**”) to be constructed in Stillwater County, Montana;

**NOW, THEREFORE**, in consideration of the mutual promises stated herein, the Parties agree as follows:

**Article 1      Effectiveness**

This Contract shall become effective (the “**Contract Effective Date**”) when (i) it is signed by both Parties; and (ii) the Seller receives the payment of any amounts due to be paid prior to the Contract Execution Date in accordance with the Payment Schedule; however, the Seller shall not be required to commence Work until the Seller receives payment of such amounts, together with any required payment security.

**Article 2      Scope of Supply**

The Seller shall manufacture, ship and Deliver the Equipment to the Delivery Point and shall perform the Services (together, the “**Work**”) described in Attachment 1 and more fully described in Appendix B, in accordance with the schedule set forth in Attachment 2, and subject to the terms and conditions as set forth in this Contract.

### **Article 3 Price and Payment**

In consideration of the supply of the Equipment and the performance of the Services, the Buyer will pay to the Seller the Contract Price and, if applicable, the Additional Consideration, as specified in Attachment 3. The Contract Price shall be adjusted pursuant to the terms of this Contract to take account of Change Orders, additional work or other adjustments provided for in this Contract.

### **Article 4 Options**

The Buyer shall have the right to exercise the option to purchase the additional Equipment or Services described in Attachment 1 (the “**Options**”) within the times therein stated. If any Option is exercised, the Contract Price and the Payment Schedule will be adjusted as set forth in Attachment 3.

### **Article 5 Termination**

The Buyer shall have the right to terminate this Contract, in whole or as to any Unit or group of Units (together with any Services relating to such Units), for its convenience with respect to any Unit until title to such Unit has passed to the Buyer or such Unit has been Delivered to the Buyer, whichever shall first occur. Such termination shall be effective upon the later of receipt by the Seller of written notice of termination or receipt by the Seller of termination charges in accordance with the Termination Schedule attached to this Contract as part of Attachment 3.

In the event the Buyer elects to terminate this Contract with respect to any Unit, the Buyer shall be deemed to have also concurrently terminated the Full Service Agreement with respect to such terminated Unit.

### **Article 6 Limitations of Liability**

The Seller's liability hereunder for all forms of liquidated damages and the Seller's overall aggregate liability hereunder for all damages shall be as set forth in Attachment 4.

### **Article 7 Governing Law; Disputes**

This Contract shall be construed and interpreted according to the Law set forth in Attachment 4. Any dispute between the Parties in connection with this Contract shall be resolved in accordance with the procedures set forth in Attachment 4.

### **Article 8 Contract**

The following documents shall comprise and shall together be referred to as the “**Contract**”:

- (a) this document, together with the Attachments hereto;
- (b) Appendix A, Conditions of Contract;
- (c) Appendix B, Technical Specification (the “**Technical Specification**”);
- (d) Operations Manual;

- (e) Installation Manual;
- (f) Field Commissioning and Acceptance Test Checklist, provided to the Buyer as of the date hereof, is included as a reference document only. The final Field Commissioning and Acceptance Test Checklist shall be provided by the Seller to the Buyer as soon as available but in no event later than two (2) months prior to commencing Startup and Commissioning activities; and
- (g) Converter Commissioning Test Checklist, provided to the Buyer as of the date hereof, is included as a reference document only. A final Converter Commissioning Test Checklist shall be provided by the Seller to the Buyer as soon as available but in no event later than two (2) months prior to commencing Startup and Commissioning activities.

In the event of any conflict between the terms of the Contract, the provisions of the document first listed above shall prevail.

All capitalized terms not otherwise defined herein shall have the meanings given to them in the Appendix A Section 3 Definitions.

#### **Article 9      Entire Agreement**

This Contract represents the entire agreement between the Parties and supersedes in its entirety all prior agreements concerning the subject matter hereof, and no modification, amendment, revision, waiver, or other change shall be binding on either Party unless consented to in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not contained or referenced herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Contract.

#### **Article 10      Cooperation**

Each of the Parties agree to cooperate with the other Party in connection with their respective obligations under the Contract and further agrees to respond diligently to reasonable requests from the other Party from time to time for technical information, data, and documentation reasonably required with respect to the Equipment and the interface with the balance of plant and obligations of each Party under the Contract, including, in the case of Buyer, any technical and documentary requests reasonably required by the BOP Contractor.

**IN WITNESS WHEREOF** the Parties have caused this document to be executed by their authorized representatives on the date first above written.

**Seller**

**Buyer**

GE RENEWABLES NORTH AMERICA, LLC

PUGET SOUND ENERGY, INC.

By: \_\_\_\_\_  
DocuSigned by:  
*Robert Bienick*  
873D823C44A9463...  
*(Signature)*

By: \_\_\_\_\_  
DocuSigned by:  
*Samuel Osborne*  
13DB46935A7D476...  
*(Signature)*

\_\_\_\_\_  
Robert Bienick  
*(Printed Name)*

\_\_\_\_\_  
Samuel Osborne  
*(Printed Name)*

\_\_\_\_\_  
Commercial Director - Onshore Wind  
*(Title)*

\_\_\_\_\_  
Assistant General Counsel & Secretary  
*(Title)*

\_\_\_\_\_  
December 1, 2023  
*(Date)*

\_\_\_\_\_  
December 1, 2023  
*(Date)*

## Attachment 1 Scope of Supply and Options

### Section 1 A Scope of Supply

(a) General Description. The Equipment includes 88 model GE 2.8-127-89 (with a nameplate rating of 2.82 MW), each (as more fully defined in the Technical Specification) together with all internal parts and components as required for a fully functioning wind turbine (a “Unit”). The Parties acknowledge that Seller has obtained a Design Evaluation Conformity Statement based on the IEC 61400-1 from TUV NORD CERT GmbH (the “Certification”). Seller shall endeavor to Deliver Units that comply with the Certification but Seller may Deliver Units to Buyer that do not comply with the Certification provided that (i) such Unit complies with the Technical Specification (as the same may be revised consistent with Attachment 1, Section 1 A(b)) and (ii) prior to the expiration of the Standard Warranty Period for the Unit, Seller obtains a Design Evaluation Conformity Statement based on IEC 61400-1 from an accredited third party certification agency that certifies the entire Unit, as the same was Delivered to the Buyer (a “Supplemental Certification”). In the event Seller fails to comply with item (ii) of the preceding sentence, the Standard Warranty Period for any Equipment that causes the Unit not to be in compliance with the Certification or any Supplemental Certification shall be extended day for day until the Supplemental Certification that certifies the entire Unit, as the same was Delivered to the Buyer, is obtained.

(b) Mechanical Loads Reviews. The Buyer has provided to the Seller certain Site Data Requirements in accordance with Seller’s wind farm form, and based on such data, the Seller has completed the Mechanical Loads Review described in Table 1 of this Scope of Supply, confirming the suitability of the Units at the Site and specific pad locations for warranty purposes only. If the result of Seller’s Mechanical Loads Review provided that Units (i) are suitable for the Site, or are suitable for an applicable Site, but only under specified reasonable operational restrictions and (ii) the data provided by the Buyer to the Seller for such Mechanical Loads Review was complete and accurate at the time when provided to the Seller, the Seller may not raise as a defense to a warranty claim under this Contract or void the warranty under this Contract based upon or due to any mechanical loads problems which arise during the Standard Warranty Period (as such period may be extended pursuant to paragraphs (c) and (e) of Special Condition 1-11 titled “Warranty”), provided that if the Seller required operational restrictions as a result of its Mechanical Loads Review, the Buyer complied in all respects with such Seller-provided restrictions during the occurrence of the event giving rise to the warranty claim. The determination of the suitability of the Units for the Site for purposes other than warranty purposes shall be the sole responsibility of the Buyer.

The Seller may update the Technical Specification of the Units up to 150 days before the First Permissible Major Component Delivery Date. Updates to the Technical Specification will not materially affect the Equipment or any offered performance guarantees and will not affect Buyer’s Wind Farm Grid Interface point between the connecting utility and the Equipment.

The Units shall not be installed outside of the continental United States of America or Canada and may not be suitable for installation in certain locations within the continental United States.

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Imported Equipment, Materials and Local Equipment. The Unit will be made up of both Imported Equipment and Local Equipment.

**Table 1: Scope of Supply**

In the event the Buyer fails to confirm or amend the Scope of Supply within the timeframe specified in Table 1 and Table 2 below, the Scope of Supply for the Project shall be as identified in Table 1 (the "Scope of Supply").

Item	Footnote	Item Price	Quantity	Total Price
Block #1 Turbines: Wind Turbine Generator 2.8-127, 89m HH, 60Hz, 690 V • Nacelle and Hub • Tower • Blade Set • Down Tower Assembly • Parts Shipped Loose Kit	1,2,3,33		48	
Block #2 Turbines: Wind Turbine Generator 2.8-127, 89m HH, 60Hz, 690 V • Nacelle and Hub • Tower • Blade Set • Down Tower Assembly • Parts Shipped Loose Kit	1,2,3,33, 34		40	
Site Specific Mechanical Loads Analysis	4	Included	1 Per Project	Included
PSS/e and/or PSLF Dynamic Data Files for Grid Interconnection studies (wind turbine only) based on default settings for the new site – Provided after Buyer submission of Wind Farm Grid Interfaces Form (WFGIF) Form to Seller		Included	Per Project	Included

Turbine-level black-boxed PSCAD model (with generic collector system only) for Grid Interconnection studies based on default settings for new site - Provided after Buyer submission of Wind Farm Grid Interfaces Form (WFGIF) Form to Seller and all entities receiving the PSCAD model execute a non-disclosure agreement (NDA) with Seller		Included	Per Project	Included
Non-validated PSS/e and/or PSLF Dynamic Data Files for NERC Compliance work (based on as-running parameters from site)		Included	Per Project	Included
Wind RIDE-THRU <sup>®</sup> : Zero-Voltage Ride-thru		Included	Per Turbine	Included
Winter Ice Operation Mode (WIOM)	5	Included	Per Turbine	Included
Project Support Services	6	Included	Per Turbine	Included
Operation & Maintenance Manuals		Included	Per Turbine	Included
Installation & Commissioning Tools: • Pitch Control Device • Blade Edge Protector Set • DTE Alignment Template		Included (Buyer to Return Upon Project Completion)	One each Per Top-Off Crane	Included
Shipping Fixtures Usage		Included (According to Special Conditions)	1 Set of Fixtures Per Turbine	Included
WindSCADA Secure Edition · Includes Features Provided in WindSCADA Secure Edition Technical Description (Technical Specification Item 1.6)	7,18	Included	1 WindSCADA cabinet per project	Included
WindSCADA Software 12 License	24	Included	Per Project	Included

WindSCADA enhanced reports license (included with WindSCADA 12 software license)	27	Included	Per WindSCADA Software License	Included
Cold Weather Extreme		Included	Per Turbine	Included
Standard Corrosion Protection		Included	Per Turbine	Included
Standard Reactive Power Capability +/- 0.95 Static Power Factor at 1.0 pu Voltage and Full Power at the Wind Turbine Generator Terminals	8	Included	Per Turbine	Included
WindCONTROL <sup>®</sup> System	9	Included	1 WindCONTROL cabinet per project	Included
WindCONTROL <sup>®</sup> Feature: Dynamic VAR Control	10	Included	1 WindCONTROL cabinet per project	Included
Condition Monitoring System (CMS) Sensors and Data Acquisition Hardware Kit	25	Included	Per Turbine	Included
CMS Server Virtual Machine on SCADA server Hardware	26	Included	Per WindSCADA System	Included
CMS remote monitoring service during Warranty Period	21	Included	Per Turbine	Included
Base Unit Ladder Platform Lift	17	Included if min. 5-year FSA is executed with Seller or Seller's Affiliate	Per Turbine	See Quote Letter
Battery Pack & Wireless Remote for Ladder Platform Lift	17	Included if min. 5-year FSA is executed with Seller or Seller's Affiliate	1 per 10 turbines, rounded up, with a minimum of 2	See Quote Letter
Fall Arrester (Personal Fall Protection) for Ladder Platform Lift	17	Included if min. 5-year FSA is executed with Seller or Seller's Affiliate	1 per 10 turbines, rounded up, with a minimum of 2	See Quote Letter



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Tool Basket for Ladder Platform Lift	17	Included if min. 5-year FSA is executed with Seller or Seller's Affiliate	1 per 10 turbines, rounded up, with a minimum of 2	See Quote Letter
Transportation to the Delivery Point	29	Included	Per Turbine	Included
<b>Total Contract Price</b>				

**Table 2: Schedule of Additional Options Not Included in the Scope of Supply**

Item	Foot-note	Item Price	Quantity Basis	Required Order Date (days prior to First Guaranteed Major Component Delivery Date unless otherwise noted)
WindFREE 2.0™ Reactive Power +/- 600 kVAR per turbine (Divide project kVAR requirement by 600kVAR to determine quantity required.)	11		Per Turbine	160
Series Compensation – Sub-Synchronous Control Interaction (SSCI) risk reduction. Screening and possible detailed Study required	19			160
Enhanced Reactive Power Capability +/- 0.90 Static Power Factor at 1.0 pu Voltage and Full Power at the Wind Turbine Generator Terminals	8		Per Turbine	160

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Enhanced Reactive Power Capability +/- 0.87 Static Power Factor at 1.0 pu Voltage and Full Power at the Wind Turbine Generator Terminals	20		Per Turbine	160
WindCONTROL <sup>®</sup> Feature: Advanced Line Drop Compensation	30		Per WC cabinet	160
WindCONTROL <sup>®</sup> Feature: Power Curtailment (includes WindRESERVE)			Per WC cabinet	160
WindCONTROL <sup>®</sup> Feature: Capacitor / Reactor Bank Control			Per WC cabinet	160
WindCONTROL <sup>®</sup> Feature: Ramp Rate Control			Per WC cabinet	160
WindCONTROL <sup>®</sup> Feature: Frequency Droop Control			Per WC cabinet	160
WindCONTROL <sup>®</sup> Feature: Voltage Droop Control			Per WC cabinet	160
WindSCADA OPC [Buyer to choose DA or UA communication protocol] Server License for Level1: Monitoring tags	13		Per WindSCADA cabinet	180
WindSCADA OPC [Buyer to choose DA or UA communication protocol] Server License for Level 2: Analysis tags	23		Per Turbine	180

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WindSCADA Met-Mast Interface (Modbus TCP) to GE-Approved, Customer-Supplied Data Logger			Per Interface	210
Site Fiber Optic Network Design	14		Per Site	180
Remote Alarm Notification			Per WindSCADA cabinet	180
ODBC Interface Configuration and Documentation for the Interface to the SQL Historical Database			Per WindSCADA Software License	180
Modbus Interface TCP/IP Client Interface for interface to Modbus TCP/IP devices within the windfarm (Option for WindSCADA Compact, Included with WindSCADA Secure Edition) Specific device configuration can be quoted separately	18		Per Interface	210
Additional Modbus TCP/IP Client Interface(s) (Purchase of WindSCADA Secure Edition required)	18		Per Interface	180
Obstruction Lighting Mounting Bracket Only (all configurations)	15		Per Turbine	160
Additional Special Tools: Pitch Control Device (for purchase)			Per Device	160
Battery Pack & Wireless Remote for Ladder Platform Lift	17		1 Per Climber	75

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Fall Arrester (Personal Fall Protection) for Ladder Platform Lift	17		1 Per Climber 75
Tool Basket for Ladder Platform Lift (remote tool lift container)	17		Each 75
Eco-Adaptive Cut-In Wind Speed Control			Per Affected Turbine 90
Factory Applied Leading Edge Protection (LEP)	31		Per Turbine 160
20 to 30-year Extended-Life Design Package	22		Per Turbine After Seller confirms suitability for the requested extended-life period
Pre-commissioning	32		Per Turbine 90 days prior to first Unit's Mechanical Completion date
Options		Quote quotation upon request	
Spare Parts		Per project	Seller will provide a recommended spare parts list upon request
GE RELC (Renewable Energy Learning Center) Training Classes		Per Person	Contact GE for Course Schedule
Full NERC Protection & Control (PRC) and Modeling, Data, and Analysis (MOD) Compliance validation studies		Per Project	Contact GE Energy Consulting
Traffic Control		Quoted Upon Request	Rates vary based on location

**Table Footnotes (Additional Detail Provided in the Technical Specification):**

Footnote #	Detail



1	If applicable, GE Wind Turbine Generators can only be connected and operated on North American distribution voltage level systems provided if mechanisms are in place and permanently maintained in operation to avoid islanded operation, or in case islanding cannot be prevented, such operation does not expose connected loads to adverse conditions such as over voltages. Islanding refers to an operating condition where the distributed generator (wind farm in this case) along with some loads is electrically separated from the main utility grid. The Buyer shall be responsible to characterize the distribution system and ensure appropriate interconnection of the Units with the distribution system
2	The generator for wind turbines rated 2.0MW or greater will each be shipped separately from the nacelle and must be installed by the Buyer in the nacelle on the ground at the project site before the nacelle is installed on the tower
3	Seller Scope of Supply does not include foundation, anchor bolt templates, anchor bolts, rigging equipment, or lifting beam.
4	The Seller shall conduct one "Mechanical Loads Analysis" based on the Buyer-provided data. The Site-specific Mechanical Loads Analysis shall be the responsibility of Seller and Seller shall advise whether the Units are suitable for the Site. The Seller's review shall be solely for the purpose of enabling Seller to provide the warranty in Section SC 1-11 below. The Seller is not responsible for the accuracy of the wind data provided by Buyer.
5	WIOM: Software enhancement that features Tip Speed Ratio (TSR) pitch control to reduce stall and improve power production when the blades have ice or other blade surface contamination.
6	Project Support Services include: <ul style="list-style-type: none"> <li>• Technical advisory support at the project site during Startup and Commissioning</li> <li>• Site receiving supervision for the Seller's Scope of Supply</li> <li>• Supervision of use of specialized installation tools</li> <li>• Commissioning of Turbines, WindSCADA, and WindCONTROL<sup>®</sup>, if applicable</li> <li>• Should any of the following assumed parameters change, the Startup and Commissioning price will be adjusted accordingly: <ul style="list-style-type: none"> <li>i. Wind farm project with the number of units quoted or greater</li> <li>ii. A Mechanical Completion rate equal to or greater than the Mechanical Completion Rate.</li> </ul> </li> </ul>
7	For warranty and remote monitoring purposes, purchase of WindSCADA Software License is required. WindSCADA Secure Edition supports wind farms of maximum 200 units.
8	Refer to Reactive Power Capability section of the Grid Interconnection Document for the applicable wind turbine model for a complete description of the reactive power capability.
9	This option price includes WindCONTROL hardware only, without software options. Supports up to 400 Units.
10	Dynamic VAR Control can be operated in voltage mode or power factor mode.

11	See Technical Description WindFREE & WindFREE 2.0 for a complete description of the benefits and configuration inputs required.
12	For warranty and remote monitoring purposes, purchase of WindSCADA Software License is required. WindSCADA Compact supports a maximum wind farm size of 20 turbines.
13	Enables the feature of OPC interface to the WindSCADA Software License, this enablement includes a Level 1 set of OPC tags. A representative Level 1 OPC tag list along with details on limitations and usage of OPC can be found in the WindSCADA Systems Data Packages document and depend on the version of WindSCADA Software License installed. Seller shall provide the full list of Level 1 remote monitoring tags to Purchaser no later than sixty (60) days prior to commencement of Startup and Commissioning of the first Turbine.
14	Buyer must supply trenching diagram (single-line diagram) of for the fiber optic network showing lengths of all trench sections. Seller will provide a fiber optic layout drawing which includes a link budget review and a communication loop diagram (patch plan).
15	Buyer to indicate the number of turbines that will be equipped with an FAA Light mounting bracket and how many mounting brackets are required per turbine.
16	GE Climb Assist consists of the following scope: <ul style="list-style-type: none"> <li>• Provide and install Climb Assist hardware in tower, including drive unit, control box, lifting belt, pulleys, and associated hardware.</li> <li>• Provide one (1) easy climb remote controller per 10 turbines (minimum of 2). Total sets will be rounded to the nearest whole number. Additional easy climb remote controllers can be purchased directly from GE.</li> <li>• Price valid for a maximum hub height of 117m. Greater hub heights can be quoted separately.</li> </ul>
17	GE Ladder Platform Lift consists of the following scope: <ul style="list-style-type: none"> <li>• Provide and install Ladder Platform Lift hardware in tower, including drive unit, control box, lifting cables, pulleys, and associated hardware.</li> <li>• Battery pack, remote controllers and fall arrest equipment must be purchased separately. May be purchased for individual climbers or teams.</li> <li>• Price valid for a maximum hub height of 117m. Greater hub heights can be quoted separately.</li> </ul> <p>GE recommends the purchase of 1 Battery Pack &amp; Wireless Remote and 1 Fall Arrester per 10 turbines rounded up to the nearest whole unit, with a minimum of 2 of each, per wind project.</p>



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18	All specification and interface details must be provided to GE 120 days prior to system delivery, to avoid delays in commissioning and additional charges. If configuration information is not received 30 days before commissioning start, a Change Order will be required to configure Modbus. If provided more than 30 days prior to commissioning start, the Buyer is allowed one change of the points. Every additional change thereafter requires a Change Order. The price of a Modbus Change Order for late configuration input or additional point changes is [REDACTED]
19	Series Compensation enables continuous stable operation while connected to series compensated transmission lines and will assist in compliance with ISO requirements. This feature will be enabled by setting site-specific turbine controls software parameters. There is no additional Seller-provided hardware required, please refer to the Series Compensation Compatibility section of the Grid Interconnection Document for more information. Additional Buyer-provided hardware may be required. Initial screening studies are necessary to assess control needs and can be performed by GE or by Customer. If the risk of control interactions still exists with the standard Series Comp Option enabled, a detailed study by GE or customer will be necessary. Both study types will require project details to be provided to GE if study is in GE scope (lists of necessary information provided upon request).
20	Refer to Reactive Power Capability section of the Grid Interconnection Document for the applicable wind turbine model for a complete description of the reactive power capability. Not available for wind turbines with rated power less than 2.0MW.
21	During Warranty Period GE provides remote monitoring services of the CMS system. GE retains ownership of the CMS firmware embedded on the monitor, software, and associated intellectual property (embedded analytics, output from those analytics and other associated data). Diagnostic services may be provided to Buyer under a separate services agreement. In the case that the customer will be self-performing CMS monitoring after the warranty period, access to CMS Software License, analytics, and/or other digital products and services may be provided to Buyer under a separate services agreement.

22	<p>Extended-Life Design Package includes:</p> <ul style="list-style-type: none"> <li>• Design Evaluation Conformity Statement (DECS) confirming the extended life period</li> <li>• MLA report for the extended life period</li> <li>• MLA report appendix listing components that may require inspection, maintenance, and/or replacement to reach the extended life period</li> <li>• Operation &amp; Maintenance (O&amp;M) manual addendum that describes the additional actions required during the turbine operational life</li> <li>• Foundation Loads Document that includes the loads commensurate with the extended life period</li> </ul> <p>An Extended-Life Design Package is available for wind turbines with 116-meter rotor diameter combined with 90-meter hub height towers; 127-meter rotor diameter combined with 89-meter hub height towers; and 140-meter rotor diameter combined with 81-meter, 98-meter, or 117m hub height towers.</p>
23	<p>The Level 2 remote monitoring tags option requires the purchase of the Level 1 remote monitoring tags option and is a purchase associated to the WindSCADA Software License supplied at commissioning. A representative list of Level 2 remote monitoring tags can be found in the WindSCADA Systems Data Packages document. Seller shall provide the full list of Level 2 remote monitoring tags to Purchaser within 30 days after commissioning and depends on the exact version of turbine control and WindCONTROL software installed.</p>
24	<p>WindSCADA Software License is associated to the version of WindSCADA installed at Commissioning. The version installed shall be logged at Commissioning.</p>
25	<p>Factory-installed CMS equipment such as sensors, cables, monitors and servers are required during the Warranty Period and are provided at no additional cost to Buyer for use throughout the life of the project. For technical details please refer to the <b>CMS technical specification</b>. Seller retains ownership of the CMS firmware embedded on the monitor, software and associated intellectual property (both embedded analytics and output from those analytics). Buyer shall not modify or otherwise impact the proper functioning of the CMS during the Warranty Period.</p>
26	<p>Included for use by GE during warranty and FSA monitoring. Since the customer owns the WindSCADA hardware, the customer is responsible for any maintenance required to keep the system functioning. CMS software license is not included in the scope of supply. For technical details please refer to the <b>CMS technical specification</b>. Buyer shall not modify or otherwise impact the proper functioning of the CMS during the warranty monitoring period.</p>
27	<p>Access to enhanced reports shall be provided in a separate agreement.</p>
28	<p>Reserved</p>
29	<p>Transportation price and responsibility assume that the seller can safely reach the delivery point with a highway configured vehicle, without the need for road improvements or traffic control.</p>



30	Advanced Line Drop Compensation (ALDC) is used to control to a remote point by measuring it directly and communicating the electrical measurements to the WindControl. It can be used in a multi-plant basis to coordinate voltage control where several plants are feeding into a single remote point of interconnection. The multi-plant arrangement provides improved precision at the shared point, avoids negative regulator interactions and VAR recirculation, while still considering limits at each local substation. No communication is required between the WindControls. The multi-plant arrangement requires a study to define adequate gain and droop settings.
31	Alternative LEP-specific power curve and noise addendum applies to wind turbines with LEP for measurement purposes or assessment of energy production.
32	Buyer is responsible for (i) the procurement of the portable generator equipment required for pre-commissioning, (ii) transportation of any portable generators and equipment needed by Supplier to perform such Turbine Pre-Commissioning to the Turbine pads, (iii) making all electrical connections from such equipment to each Unit that is to be Pre-Commissioning, and (iv) providing all fuel required to operate such equipment.
33	<p>The GE 2.8-127 wind turbine with the nominal 89-meter hub height tower meets the seismic design provisions of IBC 2018 / ASCE 7-16 at the Caithness Beaver Creek site in Montana. Reference site seismic design parameters considered in this conclusion are:</p> <p>IBC 2018 / ASCE 7-16</p> <p>Ss = 0.18</p> <p>S1 = 0.08</p> <p>Site Class A, B, C or D</p> <p>Risk Category II structure</p>
34	The Buyer may elect to reduce the number of Units from the Block #2 Turbines by up to six (6) Units (the “ <b>Maximum Reduction Limit</b> ”) with the Contract Price being reduced accordingly (being the final 6 Units scheduled for delivery) provided the Seller receives written notification from the Buyer by January 10, 2024 specifying the quantity of Units that are to be reduced up to the Maximum Reduction Limit (the “ <b>Reduced Number of Units</b> ”). No termination amount shall apply to such reduced number of Units and the portion of payment associated with the Reduced Number of Units will be applied toward the next payment due. The Buyer and Seller shall have no further obligations relative to the Reduced Number of Units.

## Attachment 2 Schedule

### Guaranteed Major Component Delivery Dates

Number(s) of Complete Units	Guaranteed Major Component Delivery Dates, Week Ending
1- 6 (6 Units)	May 11, 2024
7-12 (6 Units)	May 18, 2024
13-20 (8 Units)	May 25, 2024
21-22 (2 Units)	June 1, 2024
23-30 (8 Units)	June 8, 2024
31-38 (8 Units)	June 15, 2024
39-40 (2 Units)	June 22, 2024
41-48 (8 Units)	June 29, 2024
49-50 (2 Units)	July 6, 2024
51-58 (8 Units)	July 13, 2024
59-66 (8 Units)	July 20, 2024
67-74 (8 Units)	July 27, 2024
75-82 (8 Units)	August 3, 2024
83-88 (6 Units)	August 10, 2024

Applicable Notes:

1. Units shall be Delivered beginning on the First Guaranteed Major Component Delivery Date (as defined below). All Guaranteed Major Component Delivery Dates are conditioned upon the occurrence of the Contract Effective Date and the first payment being received on or before the Contract Effective Date.
2. Seller may not Deliver either Major Components and Minor Components prior to the First Guaranteed Major Component Delivery Date.
3. Until such time as the Seller notifies the Buyer in writing of a revised date, the first Guaranteed Major Component Delivery Date (the "**First Guaranteed Major Component Delivery Date**") shall be Monday, May 6, 2024.
4. A complete Unit is defined as Delivery of all Major Components and Minor Components.

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5. The Guaranteed Major Component Delivery Dates shall be used as the basis for assessing delay liquidated damages pursuant to the Mechanical Completion Schedule and the Special Condition titled "Delays in Delivery or Turbine Completion" considering the Delivery date of the last Major Component for a given Unit.

6. The Seller shall give the Buyer a five (5) day forecast of anticipated Deliveries to the Site and shall provide in good faith forty-eight (48) hours' notice prior to the actual arrival of trucks to the Site.

7. The Buyer may elect to reduce the number of turbines from the Block #2 Turbines in accordance with Note #34 of Attachment 1, Section 1A.

**Mechanical Completion Schedule**

Mechanical Completion Rate by Buyer	
Minimum 6 Units per week or, if fewer than 6 Units were delivered in the previous week, such lower number of Units per week	Maximum 8 Units per week

1. The Contract Price is based upon one of the following assumptions being fulfilled:

(a) Buyer shall achieve Mechanical Completion for the first Unit within thirty (30) days after the actual Delivery Date for the last Major Component of the first Unit and (b) Buyer shall thereafter maintain a weekly rate of Mechanical Completion for all other Units equal to the Mechanical Completion Rate;

or

Buyer shall notify Seller within sixty (60) days prior to the First Guaranteed Major Component Delivery Date that the Mechanical Completion of the first Unit will occur on a Buyer determined date falling between thirty (30) days after the First Guaranteed Major Component Delivery Date and August 1, 2024 (the "Buyer Issued Completion Date") and subsequently (a) Buyer shall achieve Mechanical Completion of the first Unit by the Buyer Issued Completion Date and (b) Buyer shall thereafter maintain a weekly rate of Mechanical Completion for all other Units equal to the Mechanical Completion Rate.

If Buyer fails to achieve the applicable (a) or (b) above, for reasons not attributable to Seller, Seller will be entitled to a Change Order equal to [REDACTED] per week, prorated as to any portion of a week, for each week (or any portion of a week), as applicable, (1) after the Buyer Issued Completion Date (or if applicable, beginning thirty (30) days after the actual Delivery Date for the last Major Component of the first Unit) until the Buyer achieves Mechanical Completion of the first Unit, and (2) the Buyer achieves Mechanical Completion on fewer than six (6) Units (or if fewer than six (6) Units were delivered in the previous week, such lower number of Units); provided, however, that each Unit over six (6) Units (or



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if fewer than six (6) Units were delivered in the previous week, each Unit over such lower number of Units) on which Buyer achieves Mechanical Completion in any given week shall result in a credit to the calculation of the number of Units achieving Mechanical Completion per week, with any such credit rolling over each week. Buyer shall only pay a Change Order applicable to any week that the total number of Units achieving Mechanical Completion is less than six (6) (or if fewer than six (6) Units were delivered in the previous week, less than such lower number of Units), accounting for such previously accrued rollover credit. Any amount due under the Change Order entitlement set forth in this paragraph shall be paid by Buyer to Seller as a lump sum upon the Turbine Completion of the last Unit.

For avoidance of doubt, the rate for Unit Mechanical Completion shall not exceed the Mechanical Completion Rate and a Change Order is required if the Buyer causes Mechanical Completion to be achieved at a rate different than the Mechanical Completion Rate.

If Mechanical Completion is delayed due to the Seller's failure to properly repair or replace a damaged, defective or non-conforming Major Component or Minor Component in a timely manner such that Buyer's achievement of Mechanical Completion for the Unit is not delayed, then Seller shall pay as liquidated damages, and not as a penalty, a sum equal to [REDACTED] per Unit for each day of delay until such Major Component or Minor Component is properly repaired or replaced, commencing fifteen (15) days after such Unit would have reached Mechanical Completion, but for Seller's failure to properly repair or replace a damaged, defective or non-conforming Major Component or Minor Component in a timely manner such that Buyer's achievement of Mechanical Completion for the Unit is not delayed.

2. If interconnection to the electrical grid has not occurred as of the time Buyer achieves Mechanical Completion for the first Unit, Buyer may, but shall not be required to, secure diesel generators and elect to purchase pre-commissioning services from Seller in accordance with Attachment 1, Section 1A, Table 2 via a Change Order and if so purchased, Seller will perform so called "pre-commissioning" of the Units by performing all commissioning actions for the Units that can be done without being connected to the grid. In such a case, Seller will start pre-commissioning within seven (7) days after the first Unit achieves Mechanical Completion and shall continue without interruption until all of the Units are pre-commissioned.

Buyer shall notify Seller in writing of the date on which Seller shall be required to commence commissioning or final commissioning, as applicable, of the Units (the "**Startup and Commissioning Commencement Date**"), provided, however, that if such date falls (i) on or before June 30, 2025, Buyer shall provide not less than 30 days' written notice of such date to Seller; or (ii) on or after July 1, 2025, Buyer shall provide not less than 90 days' written notice of such date to Seller. In no event shall the Startup and Commissioning Commencement Date occur prior to the Grid Connection Date. Seller shall commence commissioning or final commissioning, as applicable, of the Units on the Startup and Commissioning Commencement Date and shall cause (i) all Units that have been pre-commissioned and require final commissioning to be commissioned within sixty four (64) days of the Startup and Commissioning Commencement Date; or (ii) in the event the Buyer

has not purchased pre-commissioning services, all of the Units to be commissioned within one hundred six (106) days of the Startup and Commissioning Commencement Date.

## **Appendix A of Attachment 2 TRANSPORTATION SUPPLEMENT**

### **Transportation Terms:**

(a) The Equipment will be Delivered "Delivery Duty Paid" (DDP INCOTERMS 2000) to the Delivery Point, provided that if Seller is unable to Deliver the Units due to on-Site road conditions, Seller shall only be required to Deliver the Units to the closest Common Carrier Point to the Delivery Point or to a storage location near the Site designated by Buyer. Title shall transfer pursuant to Attachment 3 C and risk of loss shall transfer pursuant to the Special Condition 1-3 titled "Schedule Assumptions, Conditions, Shipment and Delivery".

(b) The price for transportation is included in Table 1 of Attachment 1. If, subject to the provisions of the Contract, the location of the Delivery Point is changed other than as permitted in subsection (a) above, the price of transportation for each Unit shall be updated via a Change Order.

(c) If the Seller receives notification of the Site location, or of a change in the Site location, less than two hundred forty (240) days prior to the Guaranteed Major Component Delivery Date, the Seller shall have the right to re-price transportation charges.

(d) Within no less than 120 days of First Permissible Major Component Delivery Date, Buyer must provide a site map detailing entrance points for all Equipment Deliveries and provide the project's approved Road Use Agreement (RUA). A Transportation Feasibility Study (TFS) will be conducted after Seller's receipt of Buyer's site entrance or GPS coordinates for the project. All Site entrances shown in the TFS must be constructed to accommodate for potential DOT actions that are outside of Seller's control.

(e) Seller shall be responsible for obtaining all transportation permits and approvals on all Equipment during transport. Buyer shall assume responsibility and expenses for maintaining and repairing county and local roads, including the cost of providing road bonds for such roads. Seller shall be responsible for all road permits required for interstate highways. Notwithstanding the foregoing, each Party agrees to indemnify the other Party for any damage to the Site roads caused by its negligence or willful misconduct.

(f) The Seller shall not be responsible for any road bonding, civil work, traffic control signage, flagging crews, obstructions or other modifications to roads that may be required for the transportation and Delivery of the Equipment.

(g) The Seller shall not deliver more than 25 truck deliveries per working day and on each day, and if delivering to wind turbine foundation pad location, no more than 6 deliveries may be delivered between the hours of noon and 2:00 pm. If more than 6 deliveries occur between 12 and 2 pm, any deliveries above the overall daily maximum or above the amount beyond what is permitted between 12 and 2 pm, shall be deemed, for purposes of determining Demurrage charges, to have arrived after 2:00 pm on such day. Subject to the foregoing, all Equipment delivered before 2:00 pm (and that is not excluded by the immediately preceding sentence as deemed delivered after 2 pm) at the receiving point at the Delivery Point on a scheduled Delivery day and is not unloaded the same day, Seller will be entitled to demurrage at the rate specified in the demurrage table. If the Equipment arrives after 2:00 pm or is deemed delivered



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after 2:00 pm at the Delivery Point on a Delivery day and is not unloaded within 24 hours on the day after Delivery, Seller will be entitled to demurrage. If the Equipment is not able to be delivered due to lack of Site or road readiness, or Seller must hold the Equipment in an on-site or off-site marshalling yard or staging area before Delivery for reasons not attributable to Seller, then Seller will be entitled to demurrage and the Equipment will be deemed Delivered for the purposes of calculating delivery liquidated damages in accordance with Special Condition SC 1-9. The calculation for demurrage will begin when the Equipment arrives at the marshalling yard, staging area, or storage location. Buyer and Seller will endeavor to reconcile demurrage on a daily basis and weekly as a minimum. Demurrage will be invoiced to Buyer no more than once per month. Demurrage will not apply if, in the offload inspection of the Equipment, the Equipment is rejected by Buyer because it is damaged or non-conforming in accordance with SC 1-3(b).

**Demurrage Rates (1-3 calendar days)**

tower section, Machine Head  
(aka Nacelle), blades  
other components



**Demurrage Rates (4 calendar days or more)**

tower section, Machine Head  
(aka Nacelle), blades  
other components

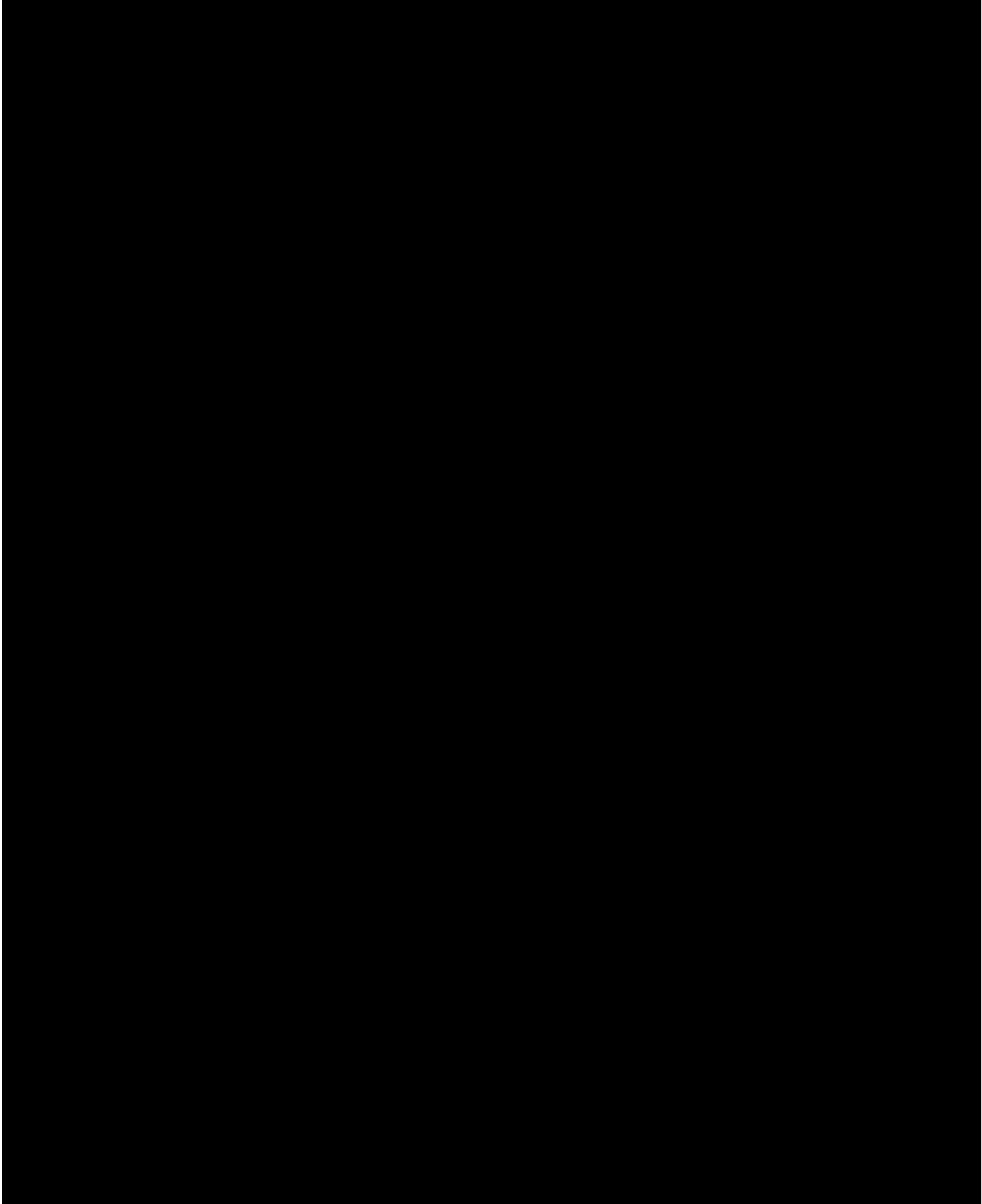


(h) The Buyer will be responsible for damage to trucks or the Equipment during Delivery and unloading at the Delivery Point caused by Buyer or its contractors at the Site. The Buyer will be responsible for assisting with the collapsing or reconfiguration of trailers. The Buyer will need to provide dunnage or other support for ground storage. Buyer will be responsible for damage to trucks or equipment caused by Buyer's failure to comply with road specifications.

(i) Coordination of individual carriers will be the responsibility of the Seller, its agents or Subcontractors. Any direct communication or coordination between the carriers and the Buyer, its Affiliates, employees, agents or subcontractors will require prior approval of the Seller.

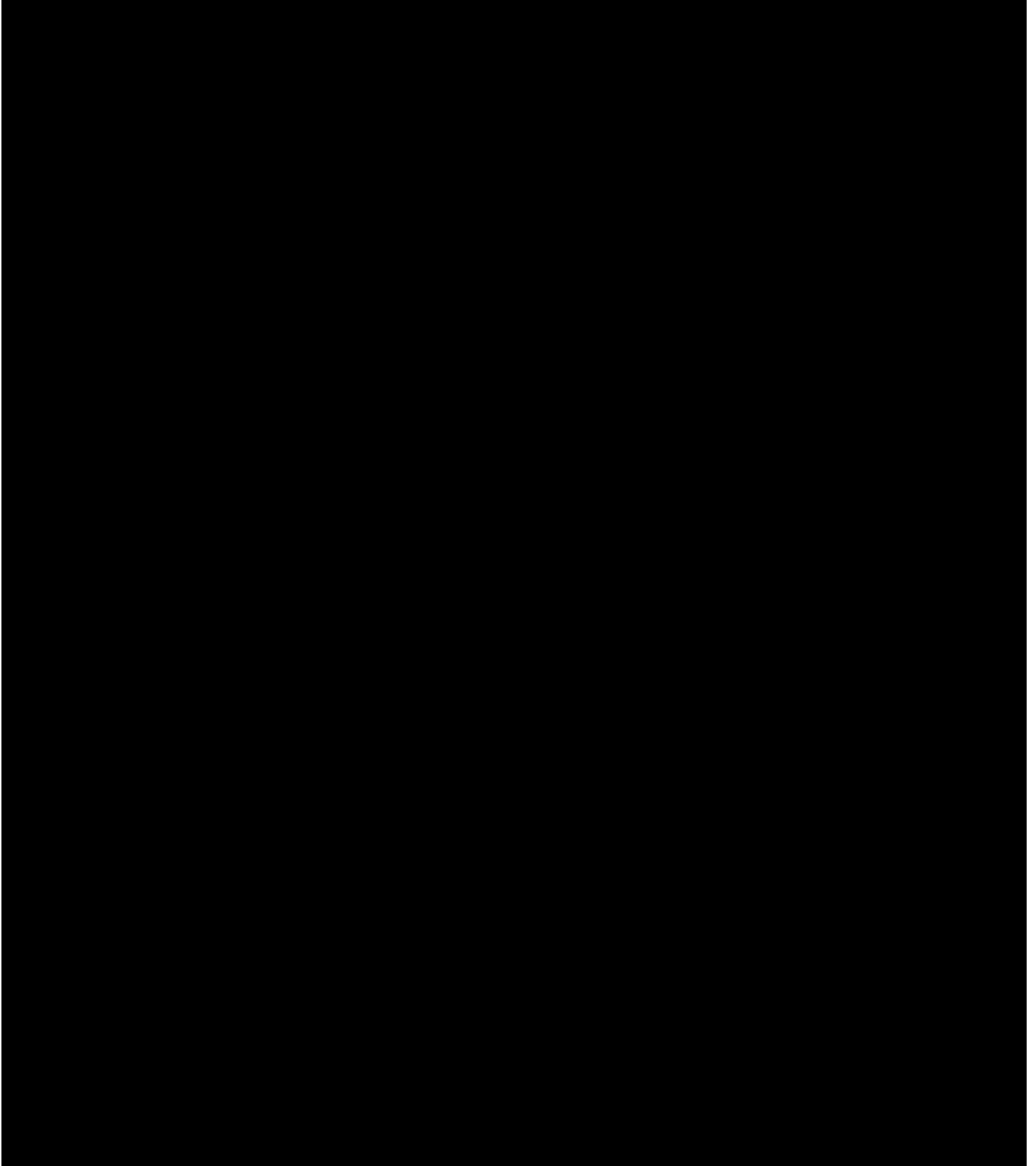
(j) The Seller is not responsible for delays, storage or additional costs resulting from local springtime road restrictions ("frost laws") common in some regions of the United States.

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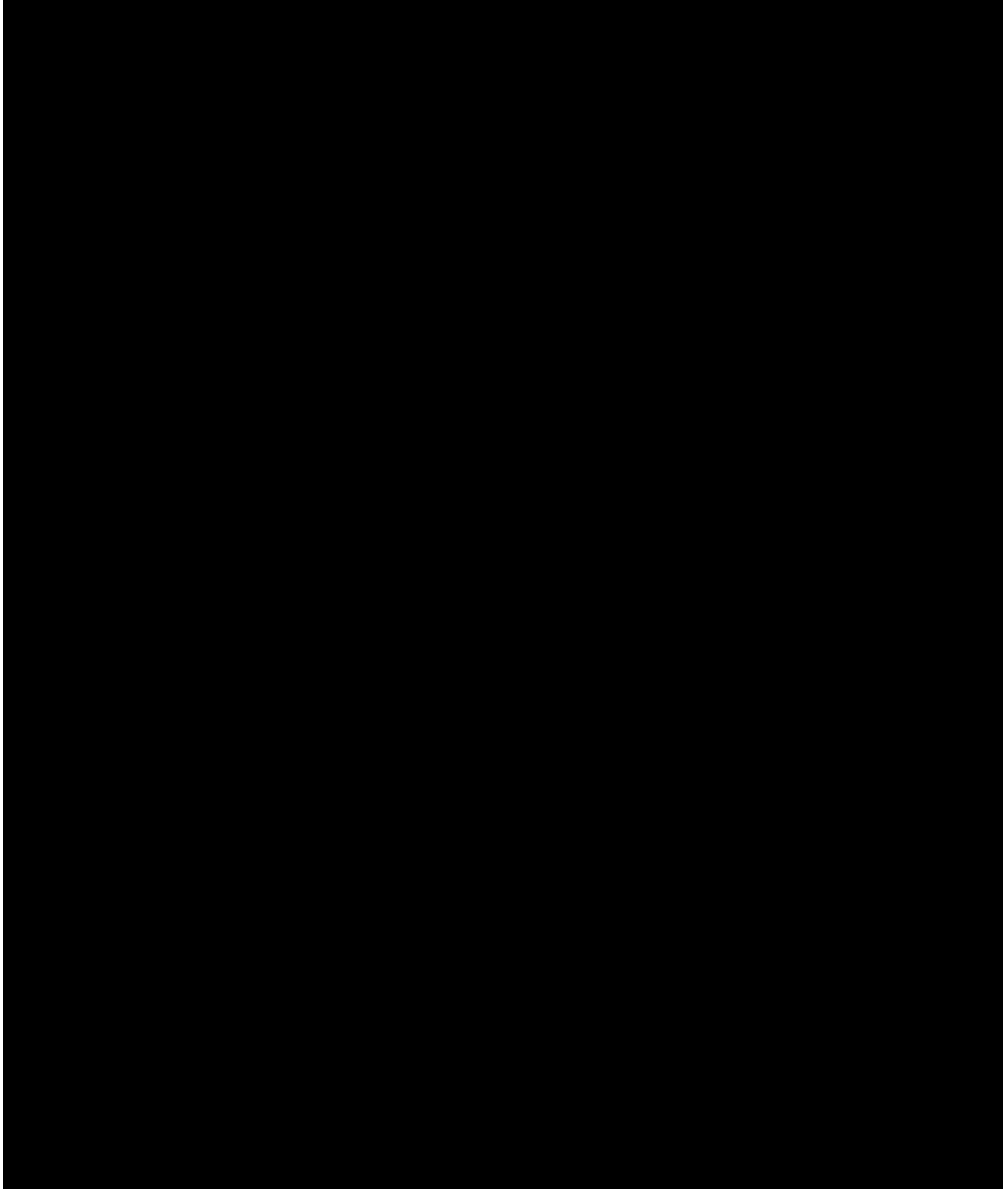




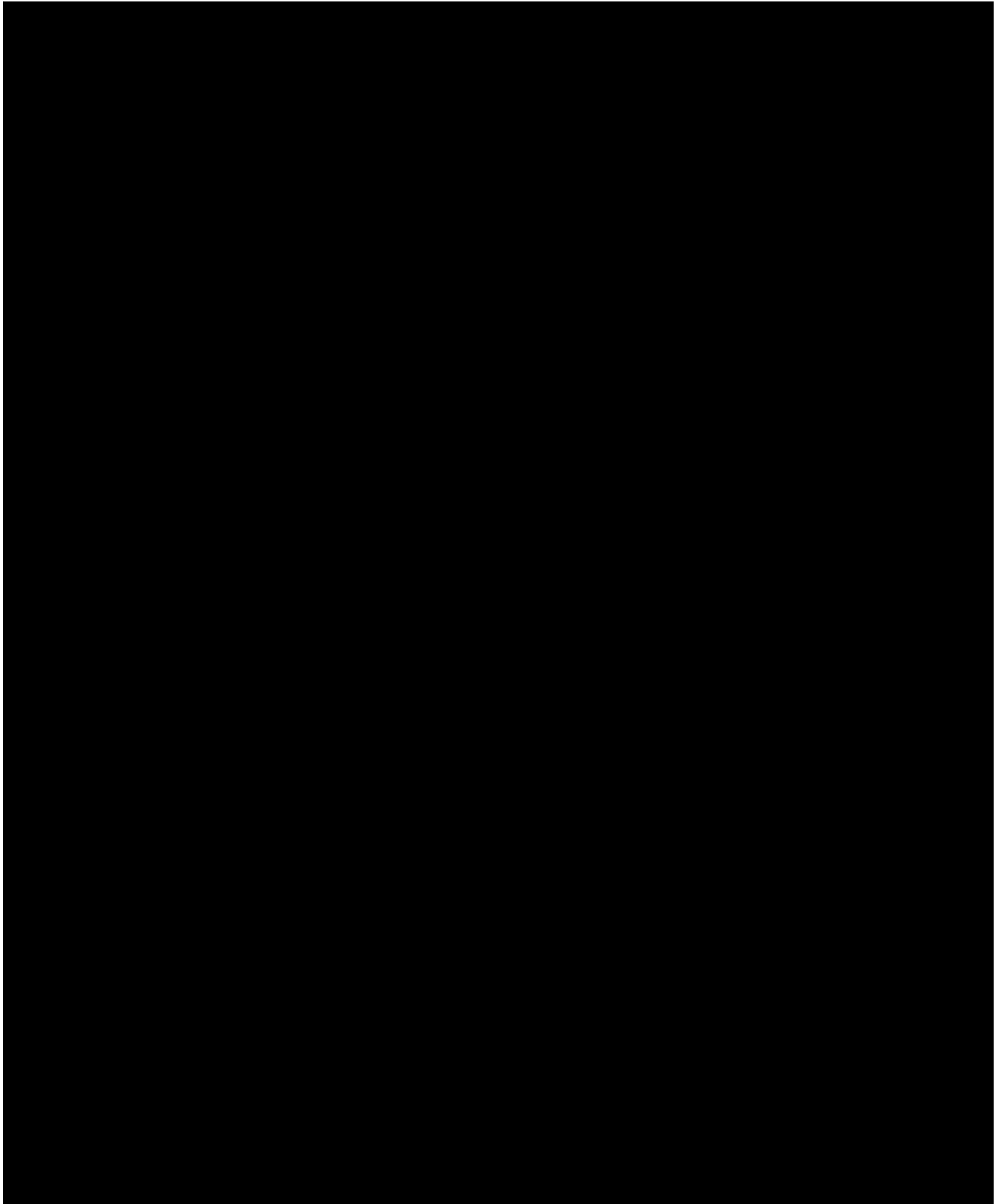
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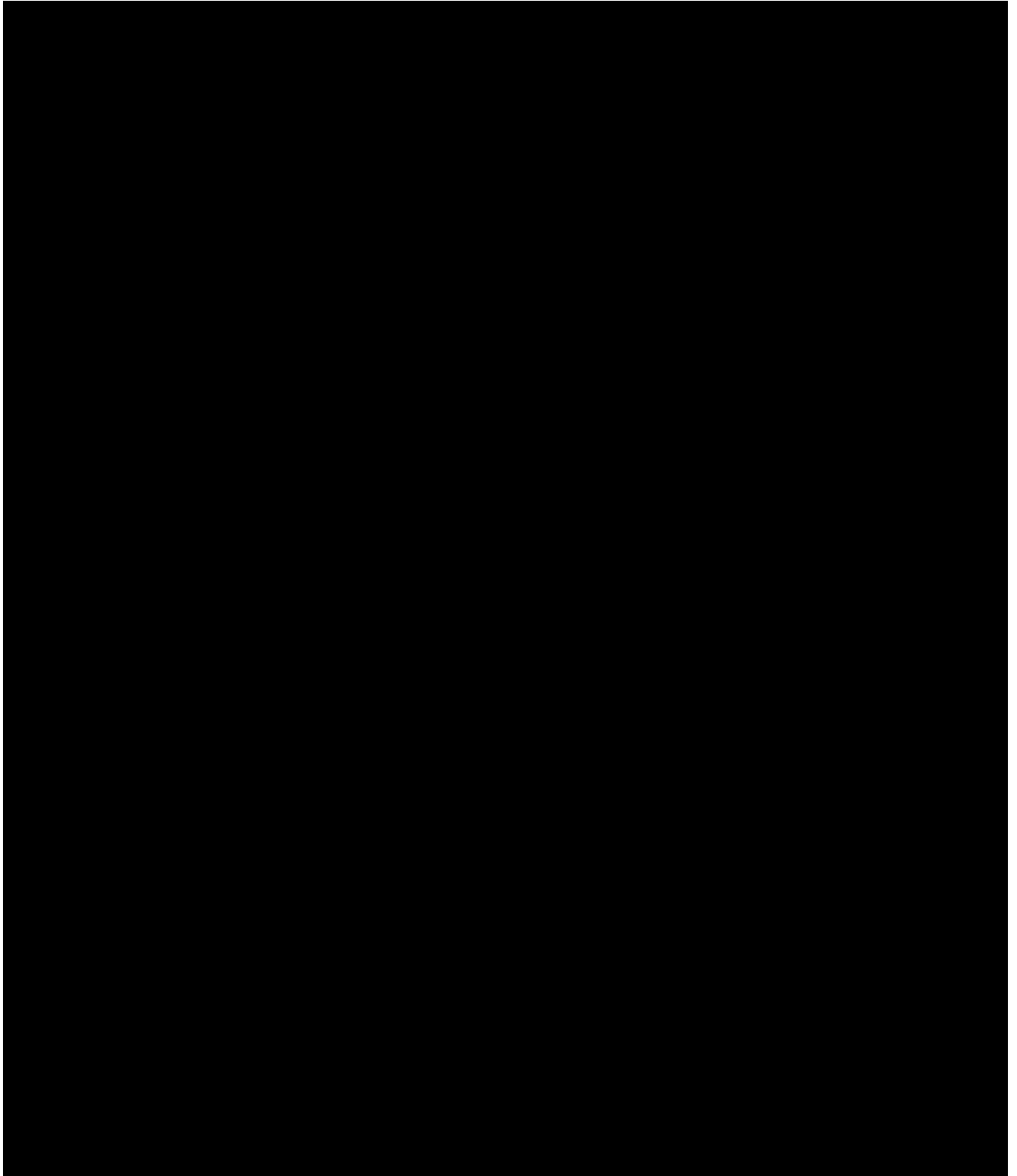
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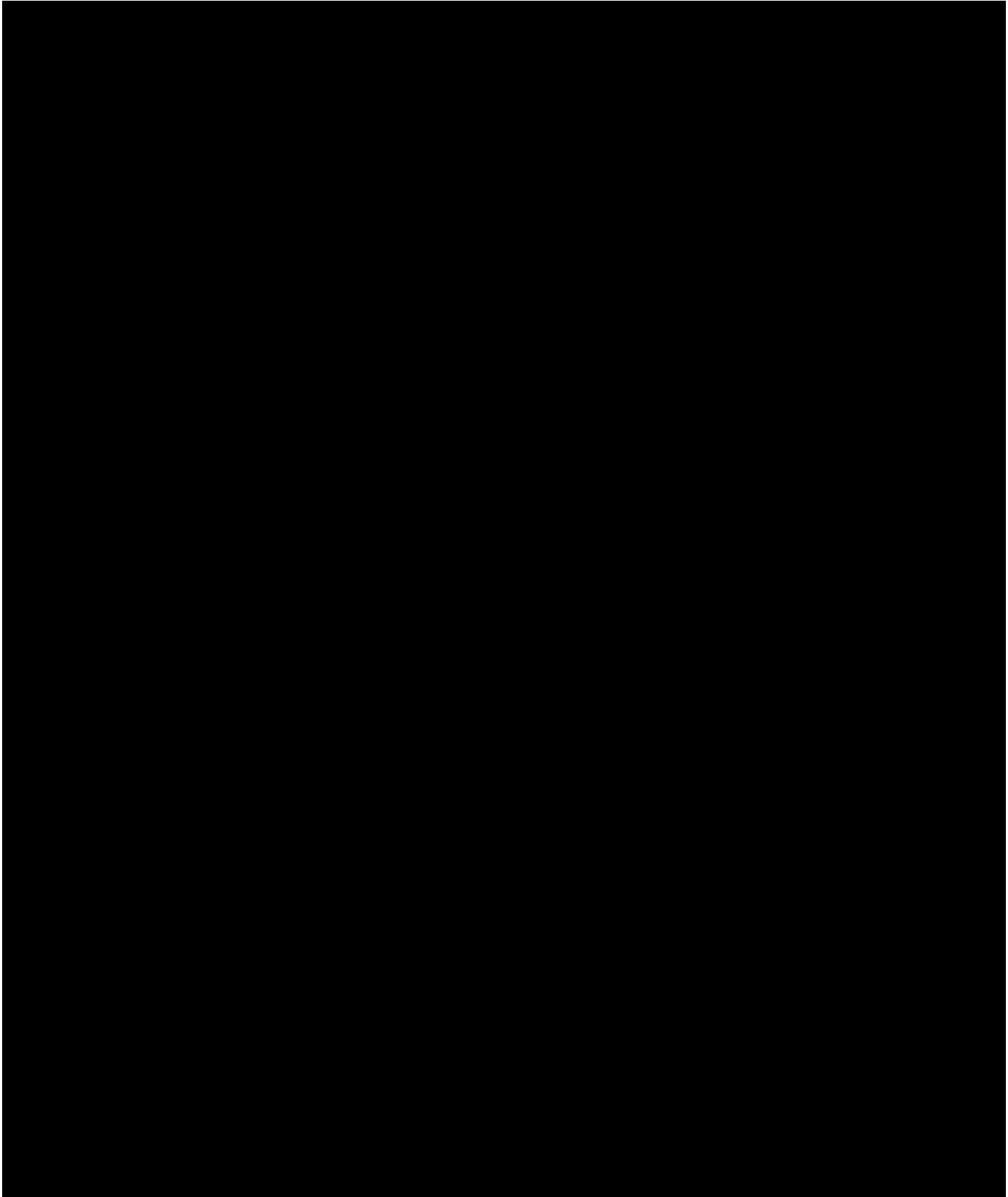
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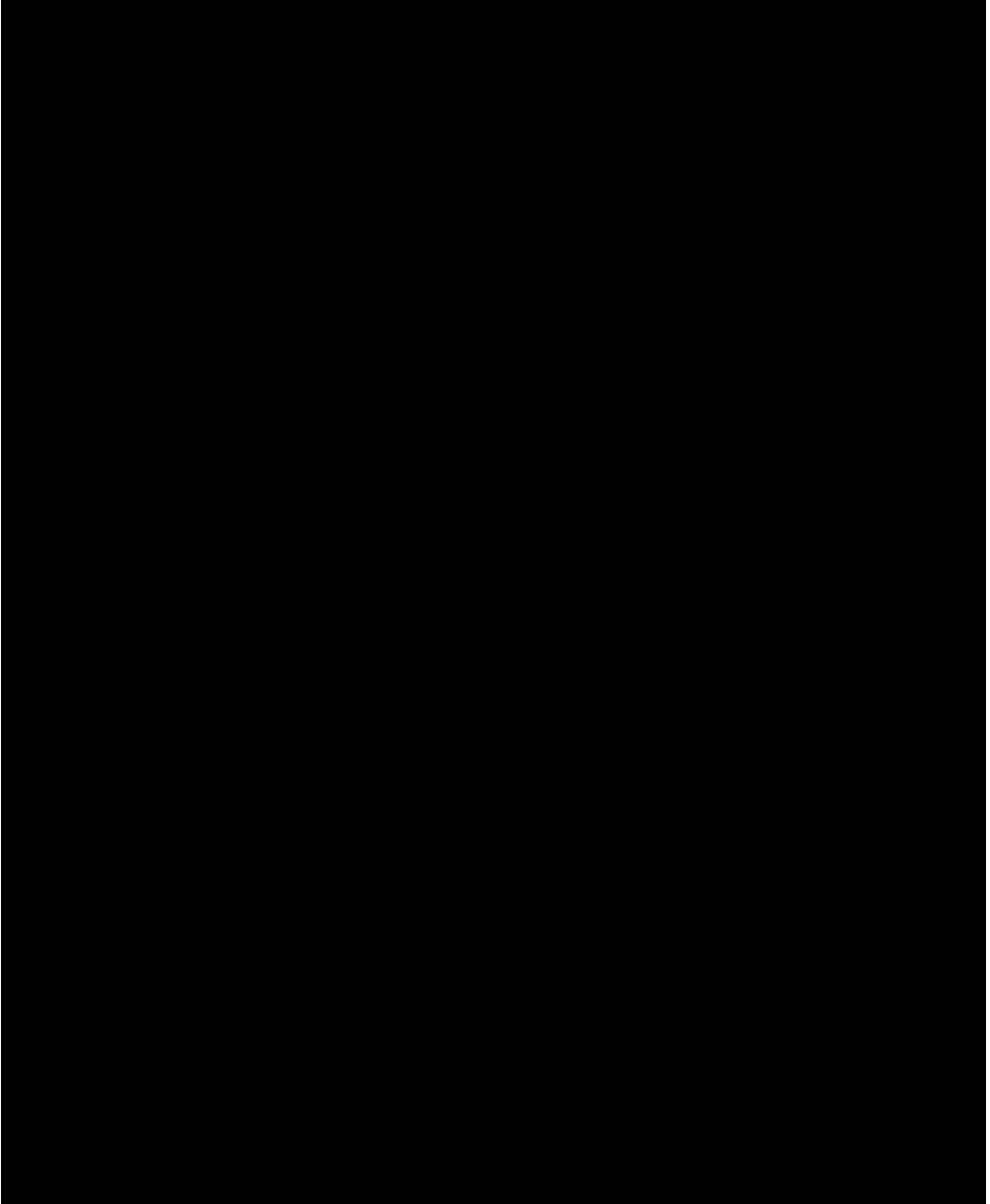
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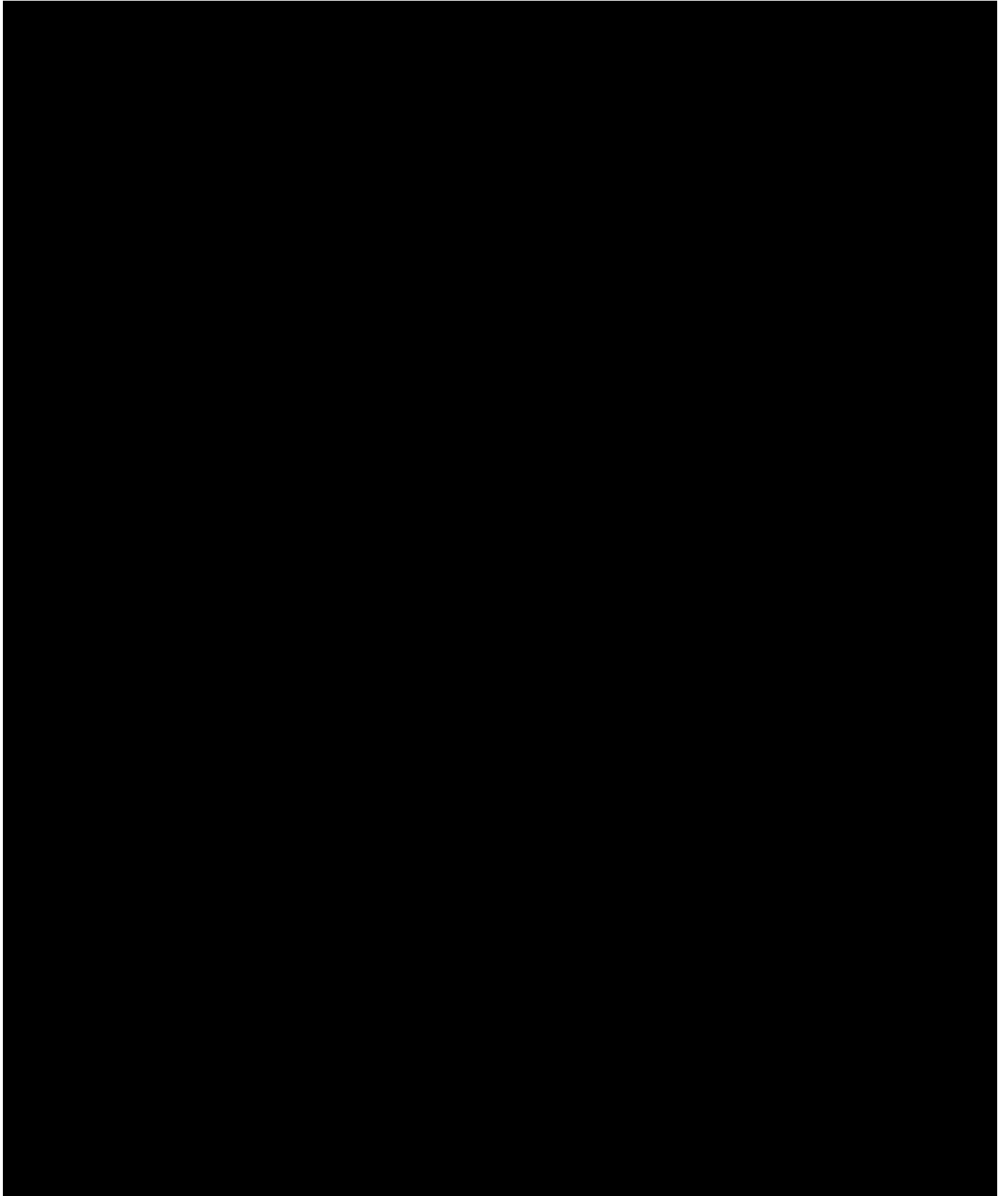
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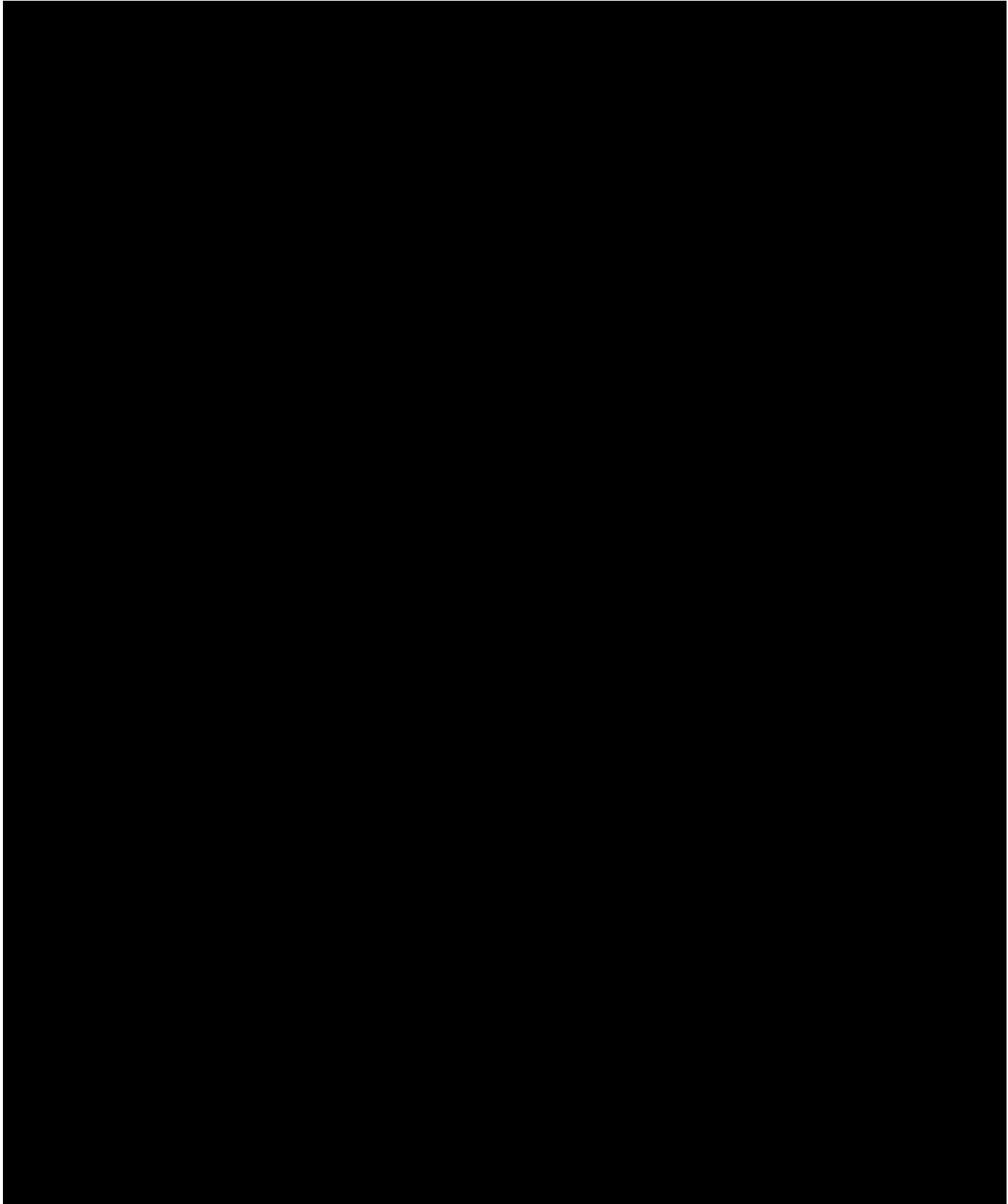
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federal, and state competition laws and policies while maintaining disclosure requirements necessary to comply with other federal laws and regulations.

#### **Attachment 4**

#### **Governing Law, Disputes and Limitations of Liability**

##### **Section 4 A Governing Law; Disputes**

This Contract shall be construed and interpreted in accordance with the laws of the State of New York, excluding their conflict of law rules (other than Section 5-1401 of the New York General Obligations Law), provided that any provision of such law invalidating any provision of this Contract or modifying the intent of the Parties as expressed in the terms of this Contract shall not apply.

##### **Section 4 B Dispute Resolution**

(a) Referral to Senior Management. Any controversy, dispute or difference between the Parties to this Contract, if not amicably settled by the Parties within thirty (30) days following notice of dispute, shall be referred to senior management of the Parties for resolution.

(b) Mediation. If a dispute is not resolved by referral to senior management as provided above within sixty (60) days after delivery of the initial notice of negotiation or if an authorized representative of a Party does not believe that such dispute can be resolved by the Parties by mutual agreement within such time period, the Parties may agree in writing to refer the dispute to mediation under the CPR Mediation Procedure then currently in effect. Unless otherwise agreed in writing, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals. If any dispute is not resolved by mediation as provided herein within ninety (90) days after initiation of the mediation procedure, then either Party may then pursue its remedies at law.

(c) Technical Disputes. The Parties agree that Technical Disputes concerning completion issues under the Contract will be processed in accordance with paragraph (a) above. If senior management is unable to resolve the dispute then a Technical Dispute will be submitted to a mutually acceptable independent engineer for resolution in accordance with the following procedures:

- i) During the existence of any Technical Dispute, either Party may, by notice to the other, require that the matter be submitted to an independent engineer meeting the qualifications set forth below, which notice shall include the nature of the dispute and the nomination of three (3) potential independent engineers meeting the below criteria.
- ii) The independent engineers nominated by the Party initiating the resolution of a Technical Dispute shall have no less than ten (10) years of experience acting as an independent engineer on utility scale wind projects in the United States and, over such time, shall not have received more than ten percent (10%) of their revenues from the nominating Party.
- iii) Within ten (10) business days of receipt of the notice specified in item (i) above, the receiving Party shall select one of the independent engineers to act as the independent engineer to

resolve the Technical Dispute (the “**Independent Technical Expert**”). In the event that one of the nominated independent engineers does not meet the above criteria, the receiving Party shall notify the other Party, who shall provide a substitute within three (3) business days and the ten (10) business day period shall restart. If the receiving Party fails to select an independent engineer from the names provided with the ten (10) business day period, the party who initiated the process shall select the independent engineer from the list provided to act as the Independent Technical Expert who will resolve the dispute.

- iv) Within fifteen (15) business days after the Independent Technical Expert is selected, each Party shall provide it with such evidence and arguments in writing as to how it wishes the Technical Dispute to be resolved. The Independent Technical Expert engineer must render its decision within fifteen (15) business days of the receipt of such materials, or such longer period as the Parties and the Independent Technical Expert may mutually agree in writing. The decision of the Independent Technical Expert shall be binding on the Parties. The Independent Technical Expert shall not be personally liable to either Party in connection with any advice rendered in good faith in such capacity. The Parties shall ensure that the Independent Technical Expert will agree to be bound by the confidentiality provisions set forth in the General Condition 2-13 (*Proprietary Information*) of this Contract and any information obtained during the course of any proceedings pursuant to this Section 4B (c).
- v) The Parties agree to share all costs associated with the retention of such Independent Technical Expert.

(d) Legal Action; Venue. Any legal action or proceeding with respect to this Contract shall be brought in the United States District Court for the Southern District of New York or, if such court lacks jurisdiction, in the Supreme Court of the State of New York in New York County. Each of the Parties hereby accepts and consents to, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each of the Parties irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at the address first set forth in the Contract. Each of the Parties hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Contract brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

(e) Performance of Work During Dispute. So long as Buyer has paid Seller all mature and undisputed amounts due to Seller under this Contract, Seller’s performance of Work shall not be excused during the pendency of a dispute.

#### **Section 4 C Limitation of Liability**

(a) Limitation. The total liability of the Seller for all claims arising out of or relating to the performance or breach of the Contract or use of any of the Work shall not exceed the Contract Price. Such limitations of liability shall not apply to (i) liability arising under the General Conditions titled “*Patents*” and “*General*”

*Indemnity*"; and (ii) claims arising out of the gross negligence or willful misconduct of, or the fraudulent misrepresentation by, Seller.

(b) Termination of liability. The Seller's liability (other than liability under the General Conditions titled "*Patents*" and "*General Indemnity*") shall terminate at the end of the Standard Warranty Period (as such Standard Warranty Period may be extended pursuant to paragraphs (c) and (e) of the Special Condition 1-11 titled "*Warranty*"), subject, however to the next succeeding sentence. The Buyer may enforce a claim that accrued before that date by commencing an action or claim or by referring a Technical Dispute for resolution by an Independent Technical Expert, as applicable under Section 4 B, provided Buyer commences such action, claim or referral on or before the date falling 12 months after the expiration or the Standard Warranty Period. Any claim arising under the General Conditions titled "*Patents*" and "*General Indemnity*" must be filed by Buyer within the relevant statute of limitation period under applicable Law.

(c) Consequential Damages. Except for (i) liability arising under the General Condition titled "*General Indemnity*"; neither the Buyer nor the Seller shall be liable to the other for loss of profit or revenues (except for the Seller's profits on Work actually performed under this Contract to the extent included in the Contract Price), loss of power, loss of production, loss of use of the Work or any associated equipment, interruption of business, cost of capital, downtime costs, increased operating costs, claims of the Buyer's customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages. Any liquidated damages required to be paid by the Seller as established by this Contract or payments to be made by any Party in connection with its indemnity obligation under the General Condition 2-9 titled "*General Indemnity*" of the Contract shall not constitute special, consequential, incidental, indirect, punitive, exemplary or similar damages.

(d) Sale to Third Party. If the Buyer is supplying the Work to a third party, the Buyer shall require the third party to agree to be bound by this section. If the Buyer does not obtain this agreement for the Seller's benefit, or if the agreement is found void or unenforceable, the Buyer shall indemnify, defend and hold the Seller harmless from and against any and all liability arising out of claims made by the third party in excess of the limitations and exclusions of this section.

(e) Gratuitous Advice. The Seller shall not be liable for any advice or assistance that is not required under the Contract unless such advice or assistance is given by the Seller in writing and is purported to be provided by the Seller as part of the Work.

(f) "Seller" Defined. For the purposes of this section, the term "Seller" shall mean the Seller, its Affiliates, Subcontractors and Suppliers of any tier, and their agents and employees, individually or collectively.

(g) Limitations to Prevail. Except for liability arising under the General Conditions titled "*Patents*" and "*General Indemnity*," the limitations and exclusions in this section shall apply regardless of whether a claim is based in contract (including warranty or indemnity), tort (including negligence or strict liability), statute, equity or any other extra-contractual theory.

(h) Limitation of Remedies; Overriding Effect. The Buyer's and the Seller's rights, obligations and remedies arising out of or relating to the Work for which exclusive remedies are provided hereunder shall

be limited to such exclusive remedies. This includes, without limitation, remedies for any delays or deficiencies in the Work set forth in Attachment 2, Mechanical Completion Schedule, Appendix A, Special Condition 1-9 titled "Delays in Delivery or Turbine Completion", Special Condition 1-11 titled "Warranty", Special Condition 1-12 "Power Curve Guarantee", Special Condition 1-14 titled "Sound Level Guarantee" and Special Condition 1-15 titled "Spare Parts". The Buyer and the Seller may pursue all remedies at law in connection with any breach of the other Party's contractual obligations hereunder other than those for which exclusive remedies are set forth (after the referral to senior management and otherwise in accordance with Attachment 4, Section 4.B); provided, however, that nothing in this subsection shall alter the Seller's overall aggregate liability for all damages as set forth in Article 6 and detailed in Attachment 4.



**APPENDIX A  
SECTION 1  
SPECIAL CONDITIONS**

**FOR SUPPLY OF UNITS  
WITH STARTUP AND COMMISSIONING SERVICES**

**SC1-1 Definition of the Equipment**

(a) Scope of Supply. Subject only to the terms of the Contract, the Seller agrees to furnish and the Buyer agrees to buy the Equipment and Services as described in Attachment 1 and the Technical Specification.

(b) Pricing Assumptions. The Contract Price is based on the Scope of Supply as defined in Attachment 1 and the Technical Specification as well as the following: (i) those portions of the codes and standards identified in the Technical Specification which the Seller has deemed applicable to the Equipment and testing thereof; (ii) the applicable national Laws of the United States; (iii) the ambient Site conditions (including temperature and wind conditions) identified in the Technical Specification; (iv) those Site-specific environmental requirements (including those requirements governing a Unit's noise emissions) identified in the Technical Specification; and (v) those local Laws (including seismic and wind loading design requirements) which have been identified in the Technical Specification; in each case as effective on the date of the Technical Specification.

**SC1-2 Project Management**

(a) Automatic Release. If the Parties are not able to reach agreement as to the substance of a Change Order for additional site Services, the Seller will perform such Change Order as directed by the Buyer (subject to availability) and the Buyer shall pay the Seller for such additional Work on a time and materials basis using the labor rates listed in section GC2-3(c), titled "Buyer-Initiated Changes" and any craft labor will be billed on a time and material basis plus a fifteen percent (15%) mark-up.

(b) Project Technical Documentation. Project technical documents including drawings, specifications, reports and project technical communications shall be issued in English. Requests by the Buyer for translations shall be subject to the General Condition 2-3 titled "Changes". Any data required to be furnished under this Contract shall be deemed to have been received when communicated in accordance with the protocols established in the Technical Specification.

(c) Technical Advisors. The Seller shall provide a Lead Installation Technical Advisor to be present at the Site of the Facility beginning one (1) week prior to the erection of the first Unit, through completion of any erection and installation work. The Seller shall provide a Lead Commissioning Technical Advisor to be present during the Commissioning and any pre-commissioning Buyer chooses to purchase of each Unit to provide to the engineers of the Buyer and the Buyer's contractor's technical advice.

(d) Project Manager. The Seller shall appoint a representative to act as the manager and coordinator under this Contract on the Seller's behalf. The Project Manager shall act as the liaison for the Buyer's communication with the Seller. The Project Manager shall participate (in person or by conference call at such Project Manager's reasonable discretion) in meetings held by the Buyer for the purposes of project coordination on a monthly or more frequent basis as indicated by the Buyer. The Project Manager has the authority to make binding contract changes, interpretations and modifications on behalf of the Seller. The Seller shall also appoint an Associate Project Manager to assist the Project Manager.

(e) Site Manager. The Seller shall have a representative at the Site from erection until Turbine Completion of the last Unit. The Site Manager is responsible for day-to-day execution activities at each Site. The Site Manager does not have the authority to make binding contract changes, interpretations and modifications on behalf of the Seller.

(f) Removal of Seller Personnel. Seller shall cause its personnel to comply with all reasonable requests of landowners and other Site occupants. Buyer may, in its sole discretion, cause Seller to remove any supervisory Seller personnel from the Site and to replace any such supervisory Seller personnel, to the extent that Seller deems the conduct of such supervisory Seller personnel, in its sole discretion, to be uncooperative with Buyer or disorderly or unsafe to the landowners or other occupants, contractors and employees at the Site. With respect to non-supervisory Seller personnel, Buyer may recommend that Seller remove such personnel for disorderly or unsafe conduct on the Site, but Seller shall make a determination as to such removal in Seller's sole discretion.

(g) Project Status Meeting. Both Parties shall have a representative attend (in person or by conference call, at representative's option) appropriate meetings, including Plan of the Day meetings and monthly project status meetings, with respect to the Facility when requested by the other Party, upon reasonable notice, and shall inform subcontractors when such subcontractors' presence is required at such meetings.

(h) Progress Reporting. Commencing on the date three (3) months prior to Delivery of the first Unit, the Seller shall provide to the Buyer a twice monthly progress report, in a form reasonably satisfactory to the Buyer, that includes the following: environmental health and safety review; Seller's organization chart for the project; delivery schedule; project status; finance status; commercial change order summary; and open issues/comments.

### **SC1-3 Schedule Assumptions, Conditions, Shipment and Delivery**

(a) Schedule Assumptions. The schedule in Attachment 2 is based upon the following assumptions: (i) that the Seller's personnel will be provided reasonable access to the Site (or initially, the laydown yard at the Site if Delivery of Equipment is not to the respective turbine pad foundations) no later than three (3) months prior to the First Guaranteed Major Component Delivery Date; (ii) that there are no unusual or undisclosed material geological or archeological considerations, nor the need for demolition, or relocation of any existing facility that would adversely affect Seller's obligations under this Contract; (iii) that there is no restriction on work hours; and (iv) performance tests (if any) will be conducted during the Standard Warranty Period. To facilitate unloading and handling, Seller will use its reasonable efforts to deliver complete tower sections and down tower assembly before nacelle and rotor components.

(b) Delivery. The Buyer shall do an initial inspection of all delivered Equipment as provided in subsection (c) below, and unless the delivered Equipment is visibly damaged and cannot reasonably be repaired on site without delaying the progress of the work required for reaching Mechanical Completion or not in compliance with the specifications, shall take possession of each item of Equipment at the Delivery Point and on the terms set forth in Attachment 2 to the Contract and title to such Equipment shall have transferred pursuant to Section 3 C (“Delivery”); provided, that no such inspection shall otherwise affect Buyer’s rights under this Contract. The Seller shall deliver the Major Components in accordance with the schedule set forth in Attachment 2, provided that the Contract becomes effective no later than the Contract Effective Date set forth in Attachment 2 and payments are received as set forth in Attachment 3. The Parties agree that the nacelle of a Unit shall not be deemed to have been Delivered until Seller has caused the generator for the Unit to be Delivered. The Seller shall deliver all other parts, other than the Major Components, that are necessary for a Unit to achieve Mechanical Completion (“**Minor Components**”) on the Guaranteed Major Component Delivery Date for such Unit. Minor Components shall consist of the tower bolt kit, the hub bolt kit, the blade bolt kit, sika flex (or equivalent sealant), and the tower entry stairs.

(c) Receiving and Storing Material and Equipment. The Buyer shall be responsible for receiving, managing and controlling Material and Equipment at the Site; however, the Seller shall be required to have a representative at the Delivery Point to witness the inspection of Material and Equipment upon Delivery of the Equipment the Parties shall jointly inspect the Equipment and identify on a delivery certificate the type, make, model and serial number of each item of Delivered Equipment. The Parties will also note any visible damage to Equipment on the delivery certificate. Failure by the Buyer to note any damage in a delivery certificate shall not relieve the Seller of any warranty obligations provided for herein. Each Party shall bear its own costs in connection with the conduct of this inspection. The Buyer shall be responsible for any storage and/or demurrage cost associated with its failure to accept Delivery of Material and Equipment. The Seller accepts no responsibility for the Buyer’s storage methods. The Buyer shall unload the Material and Equipment after Delivery to the Delivery Point as specified in Appendix A of Attachment 2. The Buyer will be responsible for providing all necessary lifting and hooking equipment. The unloading, subsequent transportation (if any), installation, and storage (if any) shall be carried out by the Buyer in accordance with the Technical Specification or other instructions provided by the Seller, applicable Law and applicable standards. Buyer will complete all such subsequent transportation from the laydown yard to the pad site locations no later than August 10, 2024 (which shall be extended on a day for day basis following any Seller-caused delay in Delivery), otherwise Seller shall be entitled to a Change Order to continue providing receiving personnel at the rates stated in GC 2-3(b) until such subsequent transportation is completed. If the Buyer fails to unload, or cause to be unloaded, such Material and Equipment within the time specified in Appendix A of Attachment 2 for any reason not attributable to the Seller, the Seller shall be entitled to a demurrage charge as provided above in the form of a Change Order to cover the costs incurred as a result of such delay. The Buyer will have forty-five (45) days from Delivery to report shipping shortages.

(d) Shipping Fixtures. All Shipping Fixtures provided by the Seller must be made available for pickup at the Delivery Point within one hundred eighty (180) calendar days after Delivery provided that if the Shipping Fixtures were used in respect of Major Components which were delivered early in accordance with SC 1-9(b), Buyer will not be required to make such Shipping Fixtures available until one hundred eighty (180) days following the Guarantee Major Component Delivery Date for the relevant components as listed in Attachment 2, and provided further, that if Seller delivers any components out of the sequence



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so that Buyer is not able to install such component in the relevant Unit, the requirement on Buyer set forth in this Section SC 1-3(d) shall not apply until one hundred eighty (180) calendar days after all such components have been delivered. The Buyer shall notify the Seller in writing that the Shipping Fixtures are ready for pickup and the Seller shall provide for transportation. If the Buyer fails to make the Shipping Fixtures available for pickup within this time frame, then the Buyer shall pay the Seller a rental fee of [REDACTED] per Shipping Fixture per day, up to a maximum amount of [REDACTED] provided, however, the one hundred eighty (180) calendar day period set forth above shall be tolled until such time as all Major Components necessary for Mechanical Completion of the Units have been Delivered to the Site. Once the rental cap has been reached, the Buyer will not have any additional rental obligations for such Shipping Fixtures, however, once the Shipping Fixtures are removed from the Units, they shall be returned to Seller in accordance with this Contract. The Buyer is responsible for all preparation for transport, including packaging, pursuant to the Seller's specifications and loading onto transport vehicles. The Buyer is responsible for any loss or damage to any Shipping Fixtures while in the Buyer's custody. The Buyer also understands and agrees that, with respect to Shipping Fixtures that are in Buyer's sole custody, the Seller shall not be liable for any reason, including but not limited to, supply, misuse or failure of such Shipping Fixtures, and shall not have any right or claim against the Seller for injury, death or damages to the Buyer's personnel or property, or those of a third party, which may be caused by the use, misuse, or failure of such Shipping Fixtures by anyone other than Seller, provided that, the Buyer shall not be responsible for any damage to Shipping Fixtures arising from normal wear and tear.

(e) Risk of Loss. With respect to each item of Equipment, risk of loss shall pass from the Seller to the Buyer: When the goods have been delivered to the Delivery Point, provided that if the goods originated outside the United States the Seller shall be responsible for all customs clearance and payment of applicable duties, notwithstanding that risk of loss shall have passed. Should Buyer desire to transport the Equipment closer to the Unit Site foundation pad by applying external tow assistance (pushing or pulling) to the transportation vehicle or use of a prime mover, title and risk of loss to the Equipment passes to Buyer at the Common Carrier Point which will be prior to implementing any form of assistance. The implementation of tow assistance or use of a prime mover shall be subject to agreement by Seller and the transportation carrier and Buyer shall be responsible for any damage that may result to the transportation carrier's truck or other equipment.

#### **SC1-4 Mechanical Completion and Turbine Completion**

(a) Mechanical Completion. After arrival at the Site, the Buyer shall install and erect each Unit in accordance with the Technical Specification, such that each Unit achieves Mechanical Completion according to Attachment 2, Schedule. The Buyer shall notify the Seller in writing once the BOP Contractor and Buyer have determined that such Unit has achieved those requirements of Mechanical Completion which are required to be completed by Buyer and provide to the Seller a Mechanical Completion Certificate for such Unit, signed by the Buyer. Seller shall only be required to have Installation Lead or Installation TA personnel attend the Site following forty five (45) days' written notice from Buyer confirming when the first base tower section will begin installation. The Seller shall either (i) accept the Mechanical Completion Certificate, or (ii) notify the Buyer of the Seller's reasonable belief that Mechanical Completion for such Unit was not achieved (stating in detail the Seller's reasons for believing that such Unit has not achieved Mechanical Completion) within two (2) days after receipt of the Buyer's certificate. If and to the extent the Buyer reasonably agrees with such advice, the Buyer shall, or shall cause the BOP Contractor, to diligently complete the work necessary to achieve Mechanical Completion in a good and



workman like manner. If the Buyer does not agree with such advice of the Seller, the Buyer shall notify the Seller of the same within two (2) days and the matter shall be submitted to dispute resolution as set forth in Attachment 4. Such procedures shall be repeated as necessary until Mechanical Completion has been achieved for such Unit. For the avoidance of doubt, a Unit shall only be considered to have achieved Mechanical Completion if (A) the Seller has countersigned the Mechanical Completion Certificate for such Unit; or (B) a dispute resolution process carried out in accordance with Attachment 4 has adjudged that Mechanical Completion in respect of that Unit has been achieved.

(b) Turbine Completion. Seller shall commence and complete commissioning or final commissioning, as applicable, in accordance with Item 2 of the Mechanical Completion Schedule in Attachment 2 to the Contract. The Seller shall notify the Buyer in writing once the Seller believes in good faith that a Unit has achieved Turbine Completion and provide to the Buyer the Turbine Completion Certificate (in the form attached to the Technical Specification). The Buyer shall either (i) countersign the relevant Turbine Completion Certificate, or (ii) notify the Seller of the Buyer's reasonable belief that Turbine Completion was not achieved (stating in detail the Buyer's reasons for believing that such Unit has not achieved Turbine Completion) within two (2) days after receipt of the Seller's certificate. If and to the extent the Seller reasonably agrees with such advice, the Seller shall diligently complete the work necessary to achieve Turbine Completion in a good and workman like manner. If the Seller does not agree with such advice of the Buyer, the Seller shall notify the Buyer of the same within two (2) days and the matter shall be submitted to dispute resolution as set forth in Attachment 4. Such procedures shall be repeated as necessary until Turbine Completion has been achieved for such Unit. The time elapsed during the Buyer's review and consideration of Turbine Completion Certificates timely and in good faith submitted by the Seller and time for Seller's response to any advice of the Buyer (other than any time during which the Seller takes to correct any work) within the parameters established herein shall not be counted for the calculation of liquidated damages for late Turbine Completion. If two (2) Turbine Completion Certificates are rejected for any Unit for reasons attributed to Seller, the time elapsed during the Buyer's review and consideration of each subsequent Turbine Completion Certificate timely and in good faith submitted by the Seller for such Unit and the time for Seller's response to any advice of the Buyer to such Turbine Completion Certificate within the parameters established herein will be counted for the calculation of liquidated damages for late Turbine Completion. For purposes of payment and liquidated damages as specified in this Contract, a Unit will be deemed to have achieved Turbine Completion: (i) on the date when it would otherwise have been capable of safely generating electric power but for lack of suitable wind or the failure of the Buyer or any third party to fulfill any prerequisite obligations, or (ii) on the date that the Buyer operates or directs the operation of such Unit for commercial purposes prior to the date of Turbine Completion, in each case, provided such date occurs on or after the Grid Connection Date. Deemed Turbine Completion shall not, however, relieve the Seller of its obligation to complete the Startup and Commissioning of a Unit.

(c) Final Project Completion. Final Project Completion shall mean, with respect to the Facility, that all Work has been completed, excluding the Punch List Items, and excluding obligations which may exist in the future regarding (i) claims due to warranty (as set forth in Section SC 1-11), and (ii) the Power Curve Guarantee. The Seller shall notify the Buyer in writing once the Facility has achieved Final Project Completion and provide to the Buyer the Final Project Completion Certificate (in the form attached to the Technical Specification). The Buyer shall either (i) countersign the relevant Final Project Completion Certificate, or (ii) notify the Seller of the Buyer's reasonable belief that Final Project Completion was not achieved (stating in detail the Buyer's reasons for believing that the Facility has not achieved Final Project

Completion) within two (2) days after receipt of the Final Project Completion Certificate. In the event that Buyer does not respond within seven (7) days after receipt of the Final Project Completion Certificate, the Final Project Completion Certificate shall be deemed accepted. If and to the extent the Seller reasonably agrees with such advice, Seller shall diligently complete the work necessary to achieve Final Project Completion in a good and workman like manner. If the Seller does not agree with such advice, the Seller shall notify the Buyer of the same within two (2) days and the matter shall be submitted to dispute resolution as set forth in Attachment 4. Such procedures shall be repeated as necessary until Final Project Completion has been achieved.

(d) Final Lien Waiver; Interim Lien Waivers. The Seller shall execute lien waivers in the appropriate form attached hereto as Exhibit A-1 promptly upon receipt of each payment of the Contract Price made on or after the First Guaranteed Delivery Date. In connection with the delivery of the Final Project Completion Certificate and receipt or the corresponding payment from the Buyer, the Seller shall deliver a final lien release and waiver in the appropriate form attached hereto as Exhibit A-2.

### **SC1-5 Buyer's Obligations**

(a) Site Data. The Buyer shall provide to the Seller by the date set forth in Attachment 2, such Site data as may be reasonably required by the Seller for the performance of its obligations hereunder. This shall include but is not limited to, Road Use Agreement, a Site survey and Site layout drawings showing locations of each Unit, access roads, underground utilities, electrical substations, right of way, operations and maintenance facilities, and meteorological monitoring towers. The Scope of Supply in Attachment 1 reflects the site data requirements for the Facility as stated in the GE Wind Farm Form completed by the Buyer. Seller shall not be entitled to further modifications to the Scope of Supply based on the Site data previously submitted to, and reviewed by, Seller. If the Site Data Requirements change after the Contract Effective Date, then the Buyer will be responsible for paying the cost of any additional work and any extension in the Project Schedule to compensate for the change or additional work in accordance with the General Condition titled "Changes".

(b) Buyer's Representative. The Buyer shall designate in writing, a Buyer's Representative to act on its behalf with whom the Seller's technical support personnel may consult at all reasonable times and whose requests, decisions and instructions shall be binding upon the Buyer as to all matters pertaining to this Contract.

(c) Support Personnel. The Buyer shall provide qualified personnel in sufficient number to perform all lock-out-tag-out (LOTO) (including the supply, installation and removal of all temporary grounding cables at the pad-mount transformers needed for safety purposes), switching, high voltage, startup and testing activities including the installation and support of the Startup and Commissioning phases of the Work. Should unionized labor be required to assist in the performance of this project's Startup and Commissioning services, the Buyer shall be responsible for supplying such unionized labor at its own cost.

(d) Reasonable Access. The Buyer shall ensure that: (i) the Seller will have reasonable access to all Site work areas, cranes and similar equipment; (ii) the Seller may change turbine control settings as necessary; and (iii) a copy of the control log is available to the Seller during any period to which the Seller is entitled reasonable access.

(e) Roads Design and Loads. The Buyer shall provide an access road to the Site from the public roads, and roads and crane pads within the Site in accordance with the Technical Specification prior to scheduled Delivery of the Major Components.

(f) Foundations. The Buyer shall design and construct the foundations in accordance with the Technical Specification, the standard load documents and foundation bolt drawing provided by the Seller and shall provide the Seller written notice that the foundation strength meets or exceeds the Technical Specification prior to the installation of a Unit.

(g) Backfeed Power and Grid Availability. The Buyer shall arrange with the relevant utilities to provide continuous power and to accept continuous power generated by the Units on and after the Grid Connection Date through Startup and Commissioning of the Units. Prior to the Grid Connection Date, the Buyer, at its expense, shall have the right to bring temporary generators on Site reasonably capable of supporting the pre-commissioning activities of the Seller (if so purchased by Buyer in accordance herein) in accordance with Prudent Industry Practices in order to facilitate faster Startup and Commissioning once grid energization has occurred.

(h) Remote Connectivity/Electronic Communication. Throughout the term of this Contract (including the Standard Warranty Period, as may be extended pursuant to paragraphs (c) and (e) of the Special Condition 1-11 titled "Warranty") the Buyer shall provide and maintain a dedicated connection to the Site for the SCADA system, in accordance with the Technical Specification.

(i) Fiber-Optic Cables. The Buyer shall provide a complete fiber optic network internal within the Project in compliance with the minimum SCADA requirements established in the Technical Specification. Remote connectivity may be non-terrestrial, as long as all connections are sufficient for operation of the SCADA system.

(j) Installation Consumables. The Buyer shall provide all installation consumables including but not limited to cable ties, cable wrap, splices, wire nuts, lubricants and greases (except for first fill), and related items.

(k) Special Installation Tools. The Seller shall lend to the Buyer, at no cost, the special installation tools ("**Special Installation Tools**") as set forth in the Scope of Supply (*Table 1*) at the time of erection of the first Unit, for the Buyer's use only in connection with the initial installation of the Equipment. The Buyer shall provide all other tooling required to install the Units (including lifting gear). The Buyer acknowledges and agrees that all of the Special Installation Tools provided by the Seller pursuant to this paragraph are owned by the Seller. The Buyer shall (i) return the Special Installation Tools promptly after installation of the final Unit to the Seller in the same condition as received, except for normal wear and tear; (ii) pack and load Special Installation Tools at the Buyer's cost; and (iii) ship such Special Installation Tools to locations designated by the Seller at the Seller's cost. Upon the Seller's delivery of such Special Installation Tools, the Buyer shall inspect such Special Installation Tools to confirm that they are in good condition and working order. The Buyer shall use such Special Installation Tools at its own risk and in accordance with the Technical Specification and shall use reasonable care in storing, handling and using such Special Installation Tools. If any of the Special Installation Tools are lost, damaged, or destroyed during the period in which the Buyer possesses them pursuant to this Contract, then the Buyer shall repair or replace such lost, damaged or destroyed tools at the Buyer's expense. The Buyer understands and agrees that the Seller is lending Special Installation Tools as a convenience to the Buyer. The Buyer also understands and agrees

that the Seller will not be liable for any reason, including but not limited to, the supply, misuse or failure of such tooling and rigging (if provided), and will not have any right or claim against the Seller for injury, death or damages to the Buyer's personnel or property, or those of a third party, which may be caused by the use, misuse, or failure of such tools.

(l) Site Accommodations (for sites up to 120 WTGs). The Buyer shall provide the following on the Site or one of the Beaver Creek sites for the Seller's personnel and equipment: a level area for one (1) personnel trailer 24 feet wide x 60 feet long; space for two (2) storage containers 40 feet long x 10 feet tall x 10 feet wide; a parking area for up to twenty (20) pickup trucks; space for two (2) portable restrooms; 220 and 110 volt AC power including making the connections to the Seller's trailer; and five (5) outgoing telephone lines including making the connection to the Seller's trailer.

(m) Maintenance. Buyer is responsible to perform break-in and operational maintenance in accordance with the Technical Documents within ninety (90) days of Turbine Completion of each Unit, regardless of whether or not permanent back-feed power, Final Completion or commercial operation has occurred.

### **SC1-6 Site Conditions**

(a) Site Conditions Generally. The Seller shall be entitled to assume that any Site data furnished by the Buyer is accurate and complete. The Seller shall promptly notify the Buyer of (i) any conditions at the Site which materially differ from those indicated in the information furnished by the Buyer, (ii) any previously unknown material physical conditions at the Site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of Work provided for in this Contract, and (iii) the presence of any toxic substances, hazardous substances or hazardous wastes (as such terms may be defined in any statute or ordinance or regulations issued there under) or archaeological remains. If such conditions cause an increase in the Seller's cost or in the time required for the performance of any part of the Work, the Seller shall be entitled to an equitable adjustment in the Contract Price, a change in the Delivery Point, and an extension in the time for Delivery or Turbine Completion.

(b) Hazardous Substances. If the Seller encounters toxic substances, hazardous substances or hazardous wastes at the Site, which require special handling and/or disposal, the Buyer shall immediately and properly remove, dispose of or remediate such substances or wastes so that the Work may safely proceed. The Buyer agrees to properly dispose of all toxic substances, hazardous substances or hazardous wastes produced or generated in the course of the Seller's Work at the Site. The Seller shall not be obligated to commence or continue Work until the Buyer causes such hazardous conditions to be removed or remediated.

### **SC1-7 Environment, Health and Security**

(a) Personnel Safety. The Parties acknowledge that Buyer will provide the Seller advance written notice of its site safety rules for the Site (the "Site Safety Rules"). The Seller shall comply with the commercially reasonable requirements of the Buyer's Site Safety Rules, provided that if such program requires practices significantly more restrictive than those required under applicable Law or local standards, the Seller shall be entitled to an equitable adjustment to the Contract Price as needed. The Buyer and the Seller may from



time to time each make recommendations to the other concerning health, safety, environment and security matters related to the Seller's Equipment and Work. Either Party may, from time to time, conduct safety audits to ensure the existence of safe Site and working conditions and make recommendations to the other Party concerning them. Whether or not the Seller conducts safety audits or makes recommendations, the Buyer shall remain responsible for providing a safe work environment that complies with all applicable legal requirements. If available, the Buyer shall make its local medical facilities and resources available to the Seller personnel who need medical attention, for emergency situations. The Buyer will maintain first aid and emergency provisions on the Site as well as personnel trained in first aid. If, in either Party's reasonable opinion, the safe execution of Services at the Site may be imperiled by security concerns, site road conditions, local conditions (including, without limitation, availability and transport to adequate medical facilities, housing and sanitary conditions, and availability of adequate food and water), war (declared or undeclared), armed conflict or threatened conflict, civil unrest, terrorist acts or threats, threat to safety or well-being of the Site personnel or either Party's personnel or interests, the presence of or threat of exposure to Hazardous Materials or other unsafe working conditions, then either Party may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the Site, suspend performance of all or any part of the Site services, and/or (to the extent practicable) transfer such performance and supervise it at another location, which location shall be determined by the Seller in its reasonable discretion. Both parties shall cooperate in any evacuation. In such cases, both parties' performance shall be excused and the Seller shall be entitled to an equitable adjustment pursuant to the terms and conditions of the Contract.

(b) Cooperation on Site and Compliance with Site Safety Rules. Seller shall cooperate in the performance of its obligations with the work of Buyer, the BOP Contractor and other parties on the Site and shall comply with all applicable Laws, Site Restrictions and the Site Safety Rules when on the Site.

(c) Site Security. From first Delivery until Final Project Completion, the Buyer is responsible for providing Site security twenty-four hours a day, seven days a week.

(d) Work Hours. The Seller recognizes that the Buyer may seek flexibility in Seller's work schedule in order to accelerate Turbine Completion of the Equipment or Services. The Seller will seek to accommodate those requests subject to any limitations on maximum work periods or minimum rest periods imposed by applicable Law, it being understood that the Seller's personnel will in any event require at least one day of rest in any consecutive seven-day period, and the Buyer shall not request the Seller to work longer than one hundred forty (140) hours in any two consecutive weeks or more than fourteen (14) hours in any one day, even where applicable Law may permit longer working periods or shorter rest periods. With the Seller's written consent, however, the Seller's personnel may in some instances work up to seven days a week for a maximum of fourteen (14) days, but only to the extent permitted by applicable Law and required by the nature of the work.

#### **SC1-8 Delays in Turbine Completion Due to Wind Conditions**

(a) General. If the wind values are outside of the operating range specified in the Technical Specification and such conditions prevent the Seller from achieving Turbine Completion during the normal working hours for a period greater than one working day, the resulting delay shall be considered an Excusable Delay.



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**SC1-9 Delays in Delivery or Turbine Completion      Redacted Version**

(a) Delivery. If (i) any of the Major Components are not Delivered on or before their Guaranteed Major Component Delivery Date(s) or (ii) any of the Minor Components are not Delivered on or before such Guaranteed Major Component Delivery Date(s) and such failure of (i) or (ii) above is not attributable to Buyer's failure to perform its obligations hereunder not excused elsewhere in this Contract, or if such failure is attributable to Seller's failure to perform its obligation hereunder and not excused elsewhere in this Contract, the Seller shall pay to the Buyer as liquidated damages, and not as a penalty, a sum calculated in accordance with the table below, based upon the actual Delivery of the last Major Component and Minor Component, as the case may be, for such Unit. The Seller shall not be liable for liquidated damages for delay to the extent that (A) a Major Component is shipped without a Minor Component attached or included but the failure to include such Minor Component, does not interfere with the safe erection of the Unit, delay erection of the Unit or increase Buyer's costs of erection or installation and the Minor Component arrives in time so that Mechanical Completion of the Unit is not delayed, (B) a Major Component or Minor Component is damaged, defective or non-conforming, but such damage, defect or non-conformity does not interfere with the safe erection of the Unit, or such damage, defect or non-conformity is cured in time, so that Mechanical Completion of the Unit is not delayed, (C) the Buyer was not otherwise ready to install such Major Component or Minor Component or Unit at the time of Delivery, or (D) such Unit, without any additional expense by Buyer, achieves Turbine Completion in less than the time guaranteed in paragraph (c) below:

Delivery Liquidated Damages Schedule:

Number of Days by which Last Component Late (if a Major Component or a Minor Component)	Liquidated Damages per Unit
0-14	
15-30	
30 & Beyond	

(b) Advanced Shipment and Delivery. Seller may, with the consent of Buyer, deliver Major Components and Minor Components earlier than the dates listed in the Guaranteed Major Components Delivery Schedule, provided that (a) such delivery is not before the First Guaranteed Major Component Delivery Date; (b) the progress of all civil and electrical work at the Site will permit early delivery to the applicable padmount location on the Site; (c) the Units can be reasonably accepted by Buyer at the applicable padmount location on the Site without the need for any additional transportation or handling on the part of any Seller; and (d) Buyer and its BOP Contractor have the human resources available to accept such early delivery.

(c) Turbine Completion. If any Unit fails to achieve Turbine Completion for reasons attributable to the Seller in accordance with Item 2 of the Mechanical Completion Schedule in Attachment 2 to the Contract, the Seller shall pay as liquidated damages, and not as a penalty, a sum equal to [REDACTED] per Unit for each day thereafter until Turbine Completion is attained. The Seller shall not be liable for late Turbine Completion liquidated damages to the extent that late Turbine Completion of a Unit is caused by others (including Buyer) or an Excusable Delay.

(d) Limitations. The Seller's aggregate liability hereunder for liquidated damages for delay in Delivery of Major Components and Minor Components and for late Turbine Completion shall not exceed fifteen percent (15%) of the Contract Price. The liquidated damages for delay in Delivery of Major Components and Minor Components and for delay in Turbine Completion shall be the Buyer's exclusive remedies for and the Seller's sole obligations arising out of delay.

#### **SC1-10 Notification of Defects Before Turbine Completion**

(a) Punch List Process. The Seller's representative will, on a periodic basis, organize and coordinate an inspection with the Buyer's Representative at the Site to verify that the Work performed is in compliance with the Contract requirements. The Seller shall record any Punch List Items identified.

(b) Inspections. Prior to finalization of the Work on a Unit or multiple Units, the Seller shall notify the Buyer of the time and date of the final inspection for such Work to develop the final punch list for such Unit or Units. Any defect identified after such final inspection shall be corrected in accordance with the Special Condition titled "Warranty".

(c) Completing Punch List Items. The Seller and the Buyer shall agree upon a schedule to resolve the Punch List Items after Turbine Completion of the affected Unit. The Seller shall give priority to completing the Punch List Items during a scheduled shutdown of the Equipment. The Buyer shall provide prior notice to the Seller within a reasonable time of any shutdown or other opportunity to proceed with the resolution of the Punch List Items.

(d) Punch List Holdback. The Seller and Buyer will mutually agree on a list of values to assign to Punch List Items. If at Final Project Completion any Punch List Items remain outstanding, Buyer shall withhold one hundred and fifty percent (150%) of the agreed value of such Punch List Items from the final payment to be made in accordance with the Payment Schedule. Upon completion of each Punch List Item by Seller, Buyer shall promptly pay to Seller the appropriate amount from the Punch List Holdback. In the event that the Seller does not complete all such Punch List Items within ninety (90) days after Final Project Completion (the "Punch List Period"), the Buyer shall be entitled to cause such Punch List Items to be completed using the Punch List Holdback amount, provided, that the Punch List Period shall be extended on a day-for-day basis for each day that Buyer fails to provide the Seller with access to the Site to complete the Punch List.

#### **SC1-11 Warranty**

(a) Standard Warranty Period. The Seller shall warrant each Unit and its associated Services on the terms set forth herein from the Contract Effective Date until the earlier of: (i) twenty-four (24) months from the last day of the month in which such Unit reached Turbine Completion, or (ii) thirty (30) months from the last day of the month of Delivery of the last Major Component of such Unit (the "**Standard Warranty Period**").

(b) Standard Warranty. The Seller warrants to the Buyer that during the Standard Warranty Period: (i) the Equipment to be supplied hereunder shall (A) be made from new or previously titled, and unused materials, (B) be free from material defects in materials, workmanship or title, (C) be free from liens and encumbrances, (D) have been manufactured in accordance with the turbine specifications in all material

respects and have been designed and manufactured for the purpose of generating electric power when operated in accordance with the Seller's specific operating instructions and, in the absence thereof, in accordance with generally accepted operating practices of the wind power industry; and (ii) Services shall be performed in a competent, diligent manner in accordance with the mutually agreed specifications (the "**Standard Warranty**"). The Wind SCADA will be operational and allow for the operation of the Units during the Warranty Period.

(c) Intentionally left blank.

(d) Remedy. If the Equipment or Services do not meet the above warranties during the Standard Warranty Period, the Buyer shall promptly notify the Seller in writing. The Seller, at its expense (excluding the costs of removing any defective component from the Unit and installing such repaired or replacement component in the Unit, unless a Full Service Agreement is in effect at the time the warranty work is to be performed, in which case the cost of removal and reinstallation of such defective component shall be borne by Seller), shall thereafter as soon as is practicable correct any warranty defect by repairing or replacing (at its option) the defective parts of any Equipment, or by re-performing any defective Services. If a defect in the Equipment or part thereof cannot be corrected by the Seller's reasonable efforts, the Parties will negotiate an equitable adjustment in price with respect to such Equipment or part thereof. The condition of any tests shall be mutually agreed upon and the Seller shall be notified of and may be represented at, all tests that may be made. Seller shall make any replaced parts available to Buyer at its request for Buyer's inspection.

(e) Warranty on Remedial Work. Any re-performed service or repaired or replacement part furnished under this warranty shall carry warranties on the same terms as set forth above, except that the warranty period shall be either: (i) the remaining balance of the original Standard Warranty Period, or (ii) a period of twelve (12) months from the date of such re-performance, repair or replacement; whichever period shall end later. In any event the warranty period and the Seller's responsibilities set forth herein for such repaired or replacement part shall end twelve (12) months after expiry of the applicable Standard Warranty Period.

(f) Exclusions. The Seller does not warrant the Equipment or any repaired or replacement parts against normal wear and tear, including that due to environment or operation. Further, the Seller does not warrant the Equipment or any repaired or replacement parts against damage caused by events that are beyond the Seller's reasonable control, including, but not limited to: acts of God, fires, severe weather condition, lightning, earthquakes, floods, war, civil unrest, and riots. The warranties and remedies set forth herein are further conditioned upon (i) the proper storage, installation, operation and maintenance (except if Seller or its Affiliate is performing the operation and maintenance) and conformance with the operation instruction manuals (including revisions thereto) provided by the Seller and/or its Subcontractors or Sellers, as applicable, but only to the extent that any improper storage and installation of the Equipment was the cause for such warranty repair and, (ii) the maintenance throughout the Standard Warranty Period of connectivity for remote monitoring as described in the Technical Specification, and (iii) repair or modification pursuant to the Seller's instructions or approval, provided that if Seller or an Affiliate of Seller are providing operations or maintenance Services to the Project, the foregoing items (i) through (iii) shall be deemed satisfied and shall not be conditions to the warranties and remedies provided herein. The Seller shall keep proper records of all warranty work performed hereunder



and shall provide copies thereof to the Buyer upon request. The Buyer shall keep records of any operations, maintenance or repair work performed on the Site.

(g) Joint Inspection. Provided that Buyer has executed an Full Service Agreement, within ninety (90) days prior to the end of the Standard Warranty Period for each Unit, Seller and Buyer shall conduct a joint inspection of such Unit and the Site to assess whether there are any defects existing in respect of such Unit. Each Party shall bear its own costs in connection with the conduct of this inspection. The Parties shall schedule inspections to coincide with the expiration of the Standard Warranty Period for groups of Units which share the same warranty expiration date.

(h) Exclusive Remedies and Warranties. The preceding paragraphs of this Special Condition set forth the exclusive remedies for all warranty claims based on failure of or defect in the Equipment and Services provided under this Contract, whether the failure or defect arises before or during the Standard Warranty Period (as such period may be extended pursuant to paragraphs (c) and (e) of Special Condition 1-11 entitled "**Warranty**") and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise; provided, however that the foregoing limitation does not apply or limit any claims, other than warranty claims, made under the General Condition 2-9 entitled "*General Indemnity*". The foregoing warranties are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

#### **SC1-12 Power Curve Guarantee**

(a) Guarantee. When first tested in accordance with these Special Conditions and the Machine Power Performance Test section of the Technical Specification, the Seller guarantees that the Facility will achieve one hundred per cent (100%) of the Nominal Calculated Energy ("Power Curve Guarantee"). The terms "Nominal Calculated Energy", "Representative Wind Speed Distribution", "Nominated Units", "Test Result", and "Calculated Power Curve" shall have the meanings as defined in the Technical Specification.

(b) Power Curve Tests. To demonstrate that the Power Curve Guarantee has been fulfilled, the Buyer may elect at its option and own expense to cause the Nominated Units to be tested by a qualified testing authority acceptable to the Seller. The initial test must commence within three hundred sixty five (365) days after Turbine Completion of the last Unit (provided that blades will be cleaned if tested after 90 days) and the Buyer shall give the Seller at least thirty (30) days' notice prior to commencing any such test. If the test has not commenced within this time for reasons not attributable to the Seller, the test shall be waived and the Facility shall be deemed to have achieved the Power Curve Guarantee. The Seller shall be afforded an opportunity to perform inspections and maintenance prior to the test. The Power Curve Guarantee shall be met when the Test Result meets the Power Curve Guarantee. In no event will the Seller be responsible for the cost of the Facility operation or operating personnel required to conduct any test or re-test. The data collection for each Nominated Unit shall continue until the conditions set forth in the test procedure have been met. The Test Result shall be reported to the Seller within ten (10) Business Days from the completion of the test for the Seller's review.

(c) Cure Period. If, when first tested, the Facility Test Result does not meet the Power Curve Guarantee, the Seller shall, upon reasonable notice to Buyer, be afforded thirty (30) continuous days of reasonable access to each of the Nominated Units to undertake adjustments and commence a retest. If the Test

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Result of the retest does not meet the Power Curve Guarantee, Seller shall have one hundred eighty (180) days after the date of the unsuccessful retest (the "Cure Period") to complete a successful retest of the Nominated Units at Seller's cost and expense. During the Cure Period, the Buyer shall ensure that: (i) the necessary lubricants, operating supplies and third party interconnections are continuously available; (ii) the Buyer's trained operators are available for operation of the Units; (iii) the Buyer will operate portions or all of the Facility at the times and at the loads reasonably requested by the Seller; (iv) the Seller will have reasonable access to all Facility work areas, station cranes and similar equipment; and (v) a copy of the operational history of each Nominated Unit is available to the Seller.

(d) Liquidated Damages. If after the final performance test the Nominated Units fail to achieve the Power Curve Guarantee as evidenced by the Test Result, the Seller shall pay to the Buyer as liquidated damages, and not as a penalty, a sum calculated in accordance with the following formula:

$$[PCG (100\%) - \text{Test Result } (xx.xxx\%)] \times \text{Power Curve LD Rate} \times \text{Number of Units at the Facility}$$

Where:

PCG = Power Curve Guarantee

Test Result = average of upper confidence level of all Nominated Units, expressed as a percentage (%), as calculated and adjusted in accordance with the Technical Specification.

Power Curve LD Rate = [redacted] Unit for each percent in power curve deficiency, prorated per hundredth of a percent.

Number of Units at the Facility = All Units at the Facility of the same model or type as covered under this Contract.

(e) Interim Power Curve LDs. If Seller satisfies the Power Curve Guarantee after repairing and re-testing the Nominated Units, it must make the same repairs to all Units at Seller's cost and expense within the cure period set forth in Special Condition titled "Power Curve Guarantee" and in addition to those liquidated damages set forth in clause (d) and notwithstanding any other limitations on liability set forth herein, Seller shall compensate Buyer for lost revenue from the Units at a rate of [redacted] per Unit per year (pro rata for partial years) for each percent in power curve deficiency from the date of Turbine Completion of such Unit until the date that the repairs made to the Nominated Units to cause them to pass the power curve test at warranted levels are made for the subject Unit.

(f) Aggregate Damages. [redacted]

**SC1-13 Overall Limitation on Liquidated Damages**



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**SC1-14      Sound Level Guarantee      Redacted Version**

(a) Sound Level Guarantee Defined. Subject to clause (c) of this Special Condition, Seller guarantees that when initially tested in accordance with Special Condition 1-14(b) below, according to the Technical Specification and applicable IEC Standards (the "Sound Level Test"), the sound emitted from the Units shall not exceed the maximum of the listed sound power levels in the Product Acoustic Specification listed in Section 2.2 of the Appendix B, Technical Specification when measured in accordance with the Technical Specifications ("Sound Level Guarantee"). For the avoidance of doubt, this maximum apparent sound power level is the only sound related value guaranteed by the Seller; all other data provided in the product acoustic specifications are for information only and are not guaranteed by the Seller.

(b) Performance of Sound Level Test. Within three (3) months of Turbine Completion, the Sound Level Test may be conducted by Buyer at its option on the applicable Equipment under normal operating conditions in accordance with the Technical Specification. The initial Sound Level Test and any subsequent sound level tests shall be conducted by a qualified engineer selected by Buyer ("Independent Tester") using the standard IC61-400 test protocol. The initial Sound Level Tests shall be conducted at Buyer's sole cost. Buyer and Seller shall have the right to be present at each Sound Level Test and Buyer shall notify Seller in writing fourteen (14) days in advance of the commencement of each Sound Level Test. Within fifteen (15) Business Days following completion of the Sound Level Test, Buyer shall provide Seller with a detailed written report setting forth the results of such Sound Level Test. Seller shall have the right to a copy of all recorded data resulting from each Sound Level Test and to verify, at Seller's sole cost and expense, the results of any Sound Level Test.

(c) Procedures on Sound Level Test Failure. Seller shall have an absolute obligation to repair any Unit which does not meet Sound Level Guarantee if such failure may reasonably result in a violation of Buyer's lease or other agreement regarding Site control, permitting or applicable Law. If the Units fail to satisfy the Sound Level Guarantee in the initial Sound Level Test, Seller shall take any of the following actions:

- (i) use commercially reasonable efforts to repair the affected Unit(s) such that the Units meet the Sound Level Guarantee, including adjustments to controls or operating parameters; or
- (ii) with Buyer's consent (which shall not be unreasonably withheld, conditioned or delayed) effect a release or other settlement of any claims (whether nuisance or otherwise) from cognizant governmental authorities or persons directly affected by the sound level at the affected Unit; or
- (iii) implement a noise reduced operation power curve on the affected Unit such that it meets the Sound Level Guarantee and pay Buyer as liquidated damages, and not as a penalty, a sum calculated in accordance with the formula specified in Special Condition 1-12(d) for any corresponding duration in the Power Curve Guarantee due to the noise reduced operation. The Sound Level Guarantee liquidated damages shall be capped at [REDACTED] for each affected Unit where noise reduced operation is required to meet the Sound Level Guarantee.

(d) Intentionally left blank

**SC1-15      Spare Parts**

(a) Spare Parts. Pursuant to the terms of the Full Service Agreement, Seller shall make spare parts for the Units available at the cost then being charged for spare parts for projects of a similar size for a



period of at least twenty (20) years from the date of Final Project Completion. During the Standard Warranty Period (as such Standard Warranty Period may be extended by paragraphs (c) and (e) of the Special Condition 1-11 titled "Warranty"), Buyer shall maintain an inventory of Spare Parts at the Site. These Spare Parts will be purchased by Buyer and made available to Seller for warranty work. As used by Seller, such parts shall be promptly replenished by Seller. A list of Spare Parts to be maintained at the Site is set forth in the Technical Specifications.

(b) Intentionally left blank.

**SC1-16**      **Title**

(a) When the title of the Equipment is transferred to the Buyer from the Seller pursuant to Attachment 3 of the Contract, (i) the Buyer shall have good title to all Equipment supplied by the Seller free and clear of all claims, liens, security interests or other encumbrances, other than any such liens or other encumbrances which may arise in connection the Buyer's failure to make payments as they become payable under the Contract, (ii) no instrument or other document shall be required to be delivered to the Buyer in order to effect the sale of the Equipment from the Seller to the Buyer, or if any such instrument or other document is so required, then the Seller shall have delivered such instrument or other document to the Buyer.

(b) Provided that the Buyer has paid the Seller all sums when due under this Contract (with the exception of amounts that are being disputed in good faith in accordance with Attachment 4 of this Contract), the Seller agrees to indemnify, defend and hold harmless the Buyer from and against any and all claims against the Buyer, its Affiliates, the Facility, the Site, the Work, the Equipment or any portion thereof by any mechanic, materialman, subcontractor, vendor or supplier as a result of such person providing equipment, materials or services to the Seller in connection with the performance of the Work. The Seller agrees, at its sole expense, to discharge promptly, by bonding or otherwise, any such mechanic's or other lien filed against the Buyer, its Affiliates, the Facility, the Site, the Work, the Equipment or any portion thereof by any such claimant. Any limitations of liability under this Contract shall not apply with respect to the Seller's obligations under this Special Condition 1-16.

**APPENDIX A**  
**SECTION 2**  
**GENERAL CONDITIONS OF CONTRACT**

**GC 2-1 Taxes**

(a) Seller Taxes. Unless otherwise specified herein, the Seller shall be responsible for, and shall pay directly, Seller Taxes.

(b) Buyer Taxes. The Buyer shall be responsible for, and shall pay directly when due and payable, any and all Buyer Taxes, and all payments due and payable by the Buyer to the Seller hereunder shall be made in the full amount of the Contract Price, free and clear of all deductions and withholding, for Buyer Taxes. If the Buyer deducts or withholds Buyer Taxes, the Buyer shall pay additional amounts to the Seller to cause the amounts actually received by the Seller, net of deducted or withheld Buyer Taxes, to equal the full amount of the Contract Price, and shall provide to the Seller within one month, along with such payments, accurate official receipts from the appropriate governmental authority for deducted or withheld Buyer Taxes. If the Seller is required to pay Buyer Taxes, the Buyer shall, promptly upon presentation of the Seller's invoice for such Buyer Taxes, pay to the Seller in the Contract Currency an amount equal to the U.S. dollar equivalent of such Buyer Taxes (calculated at the exchange rate in effect at the time payment of such Buyer Taxes was made).

(c) Invoices. The Seller shall issue an official value-added, sales (or similar) tax invoice in addition to the price, in accordance with applicable Laws.

**GC 2-2 Permits; Manner of Performance**

(a) Permits. With the exception of Material Load Permits which shall be obtained by Seller, the Buyer shall be responsible for obtaining all environmental and use permits, all other licenses, exemptions, permits and approvals, local building and construction permits, and easements necessary for the construction and operation of the Facility, and shall be responsible for any additional costs arising from any delay or failure to obtain such permits.

(b) Permitting Support. The Seller shall assist the Buyer in its endeavors relating to the permitting of the Site and cooperate by providing information and support during any hearings in the process of obtaining the permits. In undertaking such assistance, the Seller shall not be obligated to incur out-of-pocket costs and expenses without reimbursement from the Buyer.

(c) Compliance. The Seller shall comply with all national, state, provincial and local Laws, which govern the manner in which it performs its obligations under the Contract. No adjustment to the Contract Price will result from a change in such Laws, or from any general change in the manufacturing facilities of the Seller resulting from any similar change in Laws.



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**GC 2-3 Changes**

(a) Changes Resulting from Changes in Codes and Changes in Law. Excluding any requirement to include turbine options not listed in the Scope of Supply (Table 1), if there is any Change in Law (i) that relates solely to state or local law or (ii) the effect of which is otherwise limited to the Site, the Seller shall be entitled to a Change Order that includes equitable adjustments to the Contract Price in an amount equal to the Seller's costs (as reasonably evidenced by Seller) to perform the Work as a result of such Change in Law and to the Guaranteed Major Component Delivery Dates or the time for completion in an amount equal to the delay in achieving any Guaranteed Major Component Delivery Date or the time for completion as a result of such Change in Law. If the Seller is entitled to a Change Order pursuant to the provisions of this paragraph, the Seller shall submit to the Buyer a draft Change Order, provided, however, that for any Change Order submitted within the Standard Warranty Period in connection with a change in the mechanical requirements set forth by the Transmission Provider for grid integration, Seller shall only charge Buyer for the actual cost of such change (and not for any mark-up amount). If the Seller determines that any change which would otherwise be required to comply with any change to the codes and standards or any Change in Law is not practicable, the Seller will so notify the Buyer and the Buyer may at its option terminate this Contract in accordance with the Article titled "Termination" or direct completion without change. Seller shall not be entitled to Change Order relief in connection with any other Change in Law.

(b) Seller-Initiated Changes. If the Seller wishes to propose any other change, the Seller shall submit to the Buyer a draft Change Order specifying, in addition to the items set forth in subsection (d) below, the reason for the proposed change and any studies or other analysis that the proposed change will not have a material effect on the Equipment or any offered performance guaranties, and such other supporting documentation as may be reasonably requested by the Buyer, however in no event will Seller be obligated to disclose its proprietary information. If the Buyer accepts a proposed Change Order requested by the Seller, such Change Order shall be executed by the Parties and the Work, the Guaranteed Major Component Delivery Dates, the time for completion and/or the Contract Price, as applicable, shall be adjusted in accordance with the terms of such Change Order. For Buyer-initiated changes that impact Seller's site Services, Seller's hourly rates stated in the following table shall be used to calculate the Change Order value (one week minimum of fifty hours).

Description	Hourly Rate
Site Manager	
Receiving Lead / Receiving TA	
Installation Lead /Installation TA	
Commissioning Lead	
EHS Lead	
Truck Lead	
Blade Tech	

(c) Buyer-Initiated Changes. The Buyer shall have the right to request that the Seller consider changes to the Work, including modifications, alterations or additions. If the Buyer wishes to request such a change, the Buyer shall notify the Seller in writing. If Buyer requests to delay Delivery of Units (including by way of suspension in accordance with GC 2-11), Seller will evaluate such request, provided Seller's expected invoicing dates associated with the original Delivery Schedule are maintained as calendar payments.

Within fifteen (15) days after receipt of such notice (unless otherwise extended by mutual agreement), the Seller shall advise the Buyer of the feasibility of the requested change, and shall submit to the Buyer a draft Change Order. If the Seller accepts such draft Change Order, the Change Order shall be executed by the Parties and the Work, the Guaranteed Major Component Delivery Dates, the time for completion and/or the Contract Price, as applicable, shall be adjusted in accordance with the terms of such Change Order.

(d) Contents of Draft Change Order. The draft Change Order shall include: (i) a technical description of the proposed change in such detail as the Buyer may reasonably require, (ii) a lump sum firm price adjustment (increase or decrease) in the Contract Price, if any, caused by the proposed change, (iii) all potential effect(s), if any, on the time for completion, or any other schedule or dates for performance by the Seller hereunder, caused by the proposed change, and (iv) all potential effect(s), if any, on the Seller's ability to comply with any of its obligations hereunder, including the Seller's warranties and performance guarantees, caused by the proposed change. All Change Orders shall be in substantially the form of Appendix A-3 hereto.

(e) Process for Concluding Change Order. Any draft Change Order to which the Seller is expressly entitled pursuant to this Contract shall become effective and shall operate as an amendment to this Contract within ten (10) days after the date of receipt by Buyer of such Change Order from Seller, provided that to the extent Buyer disputes whether Seller is entitled to such Change Order (including disputes as to the content or extent of such Change Order) and Buyer gives notice to Seller of such dispute within such ten (10) day period, the Change Order shall not become effective until a final resolution of the dispute pursuant to the dispute resolution procedures set forth in Attachment 4, Section 4B titled "Dispute Resolution". The Buyer shall in writing either approve or disapprove any other draft Change Order or request additional time to consider the draft Change Order. If the Buyer approves the Change Order, the Buyer and the Seller shall then sign the Change Order that shall operate as an amendment to this Contract.

(f) Agreement Required. Except for Change Orders to which the Seller is expressly entitled pursuant to this Contract or Change Orders directed by the Order pursuant to the Special Condition 1-2(a) titled "Automatic Release", all changes shall be subject to mutual agreement and no Change Order will be effective until signed by both Parties.

#### **GC 2-4 Observation, Inspection and Factory Tests**

(a) Observation at the Site. While the Seller is in the process of commissioning the Units, the Buyer shall be allowed to observe Work in progress at the Site. The Buyer may visit the Site at any time or times, or may maintain representatives to observe the Seller's inspections and tests, provided such observations do not unreasonably interfere with the Work.

(b) Inspections and Tests at Seller's Facilities. Upon the Buyer's request and with the Seller's prior written consent, the Buyer's inspector shall be provided access to the Seller's facilities to obtain information on production progress and make inspections. Such access will be limited to areas concerned with the Equipment and shall not include restricted areas where work of a proprietary nature is being conducted. The Seller shall, in its sole discretion, determine the extent of the Buyer's access to the Seller's facilities

and the extent of factory testing to be conducted on the Equipment. The Seller shall not be required to delay manufacturing or other activities to accommodate Buyer's inspection.

(c) Inspections and Tests at Suppliers' Facilities. Subject to the conditions set forth in the foregoing paragraph, the Seller will make reasonable efforts to obtain access for the Buyer's inspector to its Suppliers' facilities for the purposes described in the paragraph above.

(d) Inspection Not Acceptance. The Buyer's inspection of the Equipment or its failure to inspect does not relieve the Seller of its obligation to fulfill the requirements of this Contract, nor is it to be construed as acceptance by the Buyer.

### **GC 2-5 Shipment to Storage**

(a) For Reasons Not Attributable to Seller. If any part of the Equipment cannot be shipped to the Buyer when ready due to any cause not attributable to the Seller, the Seller may ship such Equipment to storage at a site in Montana designated by Buyer, such storage being in accordance with the Technical Specification or other instructions provided by the Seller. If such Equipment is placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (i) title and risk of loss shall thereupon pass to the Buyer if it had not already passed; (ii) any amounts otherwise payable to the Seller upon Delivery or Shipment shall be payable upon presentation of the Seller's invoice(s); (iii) after placement into storage, Shipping Fixtures (if applicable) for Major Components will be removed and returned to Seller (subsequent rental or purchase of Shipping Fixtures may be arranged to facilitate removal from storage); (iv) all expenses incurred by the Seller, such as for preparation for, transportation to and placement into storage, handling, inventorying, intermittent and final inspections, preservation, storage, remediation, removal charges and any associated taxes shall be payable by the Buyer upon submission of the Seller's invoice(s); (v) in the event that Startup and Commissioning does not commence within one hundred and twenty (120) days of such placement into storage, the Turbine Completion Payment for such Unit shall thereupon be due and payable to Seller; (vi) any Services included in the Contract shall be subsequently changed to the rate prevailing at the time of actual use and the Buyer shall pay the net increase (such services will be made available on a subject to prior sale basis); (vii) any Seller provided performance security shall be suspended; (viii) all Seller transportation responsibilities, if any, shall terminate upon delivery of the Equipment to the storage location and any amounts previously paid by the Buyer for transportation shall be applied against any open invoices or serve as a credit against future invoices; and (ix) Seller shall conduct, at Buyer's expense, an inventory of all Seller supplied Equipment shipped to storage and representatives of the Buyer and the Seller shall sign the inventory record certifying Equipment commodities and quantities.

(b) Storage by Buyer. If any part of the Equipment is not dispatched for immediate installation and commissioning and is temporarily stored by the Buyer, the following conditions shall apply (i) Shipping Fixtures for Major Components will be removed and returned to Seller as per the Special Condition titled "Schedule Assumptions, Conditions, Shipment and Delivery" herein (subsequent rental or purchase of Shipping Fixtures may be arranged to facilitate removal from storage); (ii) all expenses incurred by the Seller, such as for preparation for a mandatory pre-installation final inspection, preservation, shall be payable by the Buyer upon submission of the Seller's invoice(s); (iii) in the event that Startup and Commissioning does not commence within one hundred and twenty (120) days of such placement into



storage, the Turbine Completion Payment for such Unit shall thereupon be due and payable to Seller; (iv) any Services included in the Contract shall be subsequently changed to the rate prevailing at the time of actual use and the Buyer shall pay the net increase (such services will be made available on a subject to prior sale basis); (v) any Seller provided performance security shall be suspended; and (vi) Seller shall bear no responsibility for any impact to the Equipment or its performance after Delivery (except in connection with Seller's warranty obligations during the Standard Warranty Period).

## **GC 2-6 Excusable Delays**

### **(a) Excusable Delays.**

- i) The Seller shall not have any liability or be considered to be in breach or default of its obligations under this Contract to the extent that performance of such obligations is delayed or prevented, directly or indirectly, by any Excusable Delay, including but not limited to (i) causes beyond its reasonable control, (ii) acts of God, acts (or failures to act) of governmental authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, war (declared or undeclared), terrorism, pandemics (including adverse effects resulting from the coronavirus), epidemics, civil unrest, riots, delays in transportation, delays due to road conditions, or car shortages; provided that none of the events included in clauses (i) and (ii) were caused by Seller or Seller's other contractors or suppliers (unless to the extent that the delay of Seller's contractors and or suppliers was, itself due to an Excusable Delay hereunder) and that Seller made reasonable efforts to prevent and mitigate the impact of such events on the project, to the extent possible, (iii) delays in the prerequisite work of the Buyer, Buyer's other contractors or suppliers, or other acts (or omissions) of the Buyer, including but not limited to failure to promptly: (A) provide the Seller with information and approvals necessary to permit the Seller to proceed with work immediately and without interruption, or (B) comply with the terms of payment; or (iv) Shipment to Storage or any effects (direct or indirect) thereof, in accordance with these General Conditions. The Seller shall notify the Buyer of any such delay. The Guaranteed Major Component Delivery Date or the date of Turbine Completion shall be extended for a period of time necessary to overcome the effect of such Excusable Delay. The Seller shall also be entitled to an equitable price adjustment.
- ii) The Buyer shall not have any liability or be considered to be in breach or default of its obligations under this Contract to the extent that performance of such obligations is delayed or prevented, directly or indirectly, by causes, including but not limited to: (i) causes beyond its reasonable control, (ii) acts of God, acts (or failures to act) of governmental authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, war (declared or undeclared), terrorism, epidemics, civil unrest, riots, delays in transportation, delays due to road conditions, or car shortages; or (iii) other acts (or omissions) of the Seller. The Buyer shall notify the Seller of any such delay. Notwithstanding the foregoing, nothing in this clause (ii) shall operate to excuse the Parties from making a payment otherwise due hereunder.

(b) Termination for Extended Delay. If such Excusable Delay extends for more than three hundred sixty five (365) consecutive days and the Parties have not agreed upon a revised basis for continuing the Work or Delivery of the Units at the end of the delay, including adjustment of the price, then either Party (except where the delay is caused by one Party, in which event only the Party not causing the delay), upon thirty (30) days written notice, may terminate the Contract with respect to the portion of Equipment to which title has not yet passed. If the Buyer terminates the Contract pursuant to this section, such Party will not have to pay the termination fee set forth on the Termination Schedule, the Seller shall return any amounts paid by Buyer to Seller for Units not Delivered completely, the Buyer shall return any components of any incomplete Units to the Seller and shall pay the Seller for any Work performed up to the termination date plus the Seller's actual and demonstrable demobilization costs and other amounts reasonably incurred by the Seller as a result of such termination, less any recoverable deposits. The Buyer's return of components and payment of the amount set forth in the preceding sentence shall be the Seller's sole and exclusive remedy, and the Buyer's sole and exclusive liability, with respect to the termination of this Contract by the Buyer in accordance with this paragraph.

(c) Mitigation. Subject to the Seller's rights under General Condition 2-3, each Party shall provide the other Party with prompt notice describing the particulars and the description of the Excusable Delay and the affected Party shall exercise reasonable efforts to mitigate the damages to the non-affected Party and any delay in the achievement of Final Project Completion. The affected Party shall use all reasonable efforts to continue to perform all of its other obligations which are not affected by the Excusable Delay.

#### **GC 2-7 Patents**

(a) Indemnity. The Seller shall indemnify the Buyer against any damages, costs and expenses arising out of any suit, claim, or proceeding (a "Claim") alleging that the Work infringes the Intellectual Property Rights of any other person or entity, provided that (i) the Buyer promptly notifies the Seller in writing of the Claim; (ii) the Buyer makes no admission of liability and gives Seller sole authority, at the Seller's expense, to direct and control the defense and any settlement and compromise negotiations; and (iii) the Buyer provides the Seller with full disclosure and assistance that may be reasonably required to defend any such Claim.

(b) Exclusions. The Seller shall have no obligation or liability with respect to any Claim based upon: (i) any Work that has been altered, where such alteration gave rise to the infringement Claim; (ii) the combination or use of the Work with other products when the combination is part of any allegedly infringing process; (iii) failure of the Buyer to implement any update provided by the Seller that would have prevented the Claim; (iv) unauthorized use of the Work, whether or not in breach of the provisions of the Contract; or (v) the Buyer's specifications. The Buyer shall defend any suit or proceeding based upon, and shall indemnify and hold the Seller harmless against, any claim that any Work made, modified or performed to the Buyer's specifications infringes any patent.

(c) Remedies. If the Work or any portion thereof becomes the subject of a Claim, the Seller may at its option (i) procure for Buyer the right to continue using it, or any portion of it, (ii) modify or replace it in whole or in part to make it non-infringing, provided that such modified or replaced part shall satisfy all Technical Specification for the Unit and the warranties set forth herein, or (iii) failing (i) or (ii), take back the infringing Work and refund any applicable costs and losses (other than consequential damages).

(d) Sole Liability. This states the Seller's entire liability for indemnification for patent, trademark, copyright, and trade secret infringement for the Work.

(e) Exclusion. Notwithstanding this, with respect to the Work or any portions thereof which are not manufactured or developed by the Seller, only the indemnity of the manufacturer or developer, if any, applies.

## 2-8 Software License

(a) Grant of License. Only to the extent necessary to use the Equipment supplied by the Seller, for the purposes for which such Equipment is supplied, the Seller grants to the Buyer a non-exclusive right to use software, firmware, programs and any other technology necessary to operate and use the Equipment delivered to the Buyer by Seller. This right shall be non-assignable and non-transferable by the Buyer (except for sub-licenses to any subsequent purchaser of the Equipment) and shall apply and be irrevocable with respect to each unit of Equipment purchased under this Contract and paid for in full by the Buyer.

(b) Third-Party Software. Certain software the Seller provides to the Buyer may contain third-party software, including but not limited to "open source" software, which may be provided with a separate end-user agreement. Use of such third-party software and its source code shall be governed by this Contract and such end-user license agreements. To the extent there is any conflict between the terms of this Contract and the applicable end-user license agreement, the end-user license agreement shall prevail. If requested by the Seller at any time, the Buyer shall execute a copy of the applicable end-user license agreement.

(c) Limitations. Unless otherwise agreed to by the Seller, the Buyer has only the right to install and use a single copy of the software for each unit of associated Equipment. The Buyer may make one copy of the software for backup purposes only, in machine-readable form. The Buyer has no right to (i) disassemble, decompile, reverse engineer, or otherwise attempt to reconstruct or discover the source code of the Software or Third-Party Software; (ii) remove any product identification, copyright, trademark, or other notice from the software; (iii) modify, adapt or translate the software.

## GC 2-9 General Indemnity

(a) General Indemnity. Each Party (each an "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party, its officers, employees, agents and subcontractors (each an "**Indemnified Party**") for any (i) third party claims for tangible property damage, personal injury or bodily injury or death to the extent caused by the negligence or willful misconduct of the Indemnifying Party, any of its Subcontractors, or anyone directly or indirectly employed by any of them; (ii) where the Seller is the Indemnifying Party, for claims for payment of compensation for Work performed hereunder, whether or not reduced to a lien, filed by the Seller or its Subcontractors, or other Persons performing any portion of the Work, including reasonable attorneys' fees and expenses incurred by any Indemnified Party in discharging any such lien, except to the extent of a breach by the Buyer in relation to any obligation it has to make a payment hereunder; (iii) claims arising in connection with any Hazardous Substances that are unlawfully or improperly handled or released by Seller or its Subcontractors; (iv) fines or penalties imposed by any governmental authority (excluding those related to Prevailing Wages and Apprenticeship

or Domestic Content) that arise out of or result from the Indemnifying Party's, its officers', employees', agents' and subcontractors' failure to comply with any applicable Laws; (v) related to the violation by either Party of the General Condition 2-15 titled "*Export Control*" or violation by any anti-money laundering or anti-bribery statutes of the United States; (vi) all losses arising from claims by any governmental authority that directly or indirectly arise out of or result from the failure of the Seller to pay, as and when due, all Seller Taxes; and (vii) all losses arising from claims by any governmental authority that directly or indirectly arise out of or result from the failure of the Buyer to pay, as and when due, all Buyer Taxes.

(b) *Indemnity with Respect to Connection to a Distribution System*. The Parties acknowledge that Buyer intends to interconnect the Units to the Transmission Provider's transmission grid at the applicable substation. If any of the Units supplied herein are connected to a separate distribution system which is not approved in writing by the Seller then the Buyer shall be liable to and indemnify the Seller, its officers, employees, agents and subcontractors for any injuries to any person or damage to any person's property, and, at its expense, shall defend against and hold the Seller harmless from any such claims raised by any person arising in connection with the Contract, to the extent they are caused by the manner of connection of any Unit(s) to a distribution system.

(c) *Concurrent Negligence*. If damage or injury is caused by the joint or concurrent negligence of the parties, their officers, employees, agents, or subcontractors, the parties shall bear the loss in proportion to their or their officers', employees', agents' or subcontractors' degree of negligence.

(d) *Notice*. The indemnities provided in this article shall apply only if the Party seeking indemnity gives the Indemnifying Party prompt notice of any claim and provides the Indemnifying Party all necessary information and assistance so that the Indemnifying Party may, at its option, defend or settle the claim.

(e) *"Third Parties" Defined*. Third parties under this General Condition do not include the Parties, the Owner, their Affiliates, agents, successors or assigns, any operations or maintenance contractor of the Parties or the Owner, or any entity (i) with an equity or security interest in either Party or the owner, or their assets or property, (ii) that seeks to claim any rights, power or privileges of one of the Parties or the Owner, or (iii) that seeks to claim as a third party beneficiary of one of the Parties or the Owner. No portion of the Equipment, the Facility, electricity, fuel or hydrocarbons is "third party property" for the purposes of this General Condition.

(f) *Waiver*. Except as provided in General Condition 2-10(h) titled "Seller's Obligation to Pay Portion of Insurance Deductible," the Buyer hereby waives rights of recovery against the Seller, whether as breach of contract, warranty, indemnity, tort or other extracontractual liability (including negligence or strict liability) or otherwise, for loss or damage to the Buyer's property.

## **GC 2-10 Insurance**

(a) *Insurance for Injuries to Workers*. During the term of the Contract, both Parties shall maintain insurance for work-related injuries or disease of their own employees in such forms and amounts as may be required by Laws that are applicable to each Party and its employees.



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(b) Employers Liability. During the term of the Contract, both Parties shall maintain insurance for work-related injuries or disease of their own employees with a limit of not less than U.S. [REDACTED] per occurrence or, if higher, the limit required by applicable Law.

(c) General Liability and Automobile Insurance. During the term of the Contract, each Party shall maintain the following insurance coverage at its own expense to protect its own interests: (i) Commercial General Liability or Public Liability insurance, in broad form, either per occurrence or effective for at least three years after the expiration of the Contract, that includes coverage for contractual liability, bodily injury and third party property damage, with a combined single limit of not less than U.S. [REDACTED] per occurrence and U.S. [REDACTED] in the aggregate annually, for primary and excess policies combined; and (ii) Automobile Liability insurance covering all owned, non-owned, and hired automobiles used by it in connection with the work, if any, with a combined single limit of not less than U.S. [REDACTED] per occurrence but in no event less than required by law for primary and excess policies combined. Each of the foregoing insurance policies shall not be cancelled or materially changed without thirty (30) days' advance written notice to the other Party or, in the case of non-payment, ten (10) days' advance written notice. Upon request, each Party shall deliver to the other Party certificates of insurance showing that the foregoing insurance is in full force and effect.

(d) ARBR/CAR Insurance. The Buyer shall provide and maintain or cause to be maintained, to protect the interests of the Buyer and Seller, either Contractor's All Risk Insurance or All Risk Builder's Risk Insurance (CAR/ARBR.) The CAR/ARBR policy shall at a minimum meet the following requirements: (i) the Buyer shall provide Seller a copy of the policy at least thirty days prior to the scheduled start of any on Site work; (ii) the policy shall be in effect from the planned start of any on-Site activity through the completion of the facility and the end of Seller's obligations and be non-cancelable by the Buyer and by the insurer; (iii) the policy shall include as named insureds the Buyer, Seller, any additional parties to the Contract and, any Affiliate of any Party to the Contract that is performing work in connection with the Contract, and as additional insureds, all subcontractors (regardless of tier) and assignees of any Party to the Contract; and the policy shall also include a waiver of subrogation in favor of all insureds, provided that this waiver of subrogation shall only apply to Seller's site work and shall have no applicability to Seller's warranty obligations under this Contract; (iv) the policy shall cover all risks of physical loss or damage to the facility, including mechanical and electrical breakdown, in the course of construction, start-up, testing and commissioning, including materials, equipment and furnishings, up to the value of the facility at full completion, except for customary exclusions; (v) Seller shall be permitted to examine the original insurance policies or summaries with respect to Insurance for Works which shall include sums insured, loss limits, deductible details of cover, exclusions or conditions, and a list of security (each insurance companies' participation in the insurance policy required for this project only) Seller's approval of, or non-objection to Buyer's insurance certificates or policies shall neither relieve Buyer nor impose on Seller any obligation or liability under the Contract; (vi) the policy shall include extended maintenance coverage through the end of the Standard Warranty Period (as such period may be extended pursuant to paragraphs (c) and (e) of Special Condition 1-11 titled "Warranty"), as required; (vii) the minimum design/defects coverage shall equal LEG 2 or DE 4; (viii) the insurers shall be reasonably acceptable to Seller, rated at least A-VII by the AM Best Insurance Report or rated at similar levels by other internationally recognized insurance rating experts; (ix) the policy shall be provided by responsible insurers properly authorized to provide insurance in the jurisdiction(s) where the work will be performed and (x) Seller shall have the right to submit claims directly to the insurers and receive payment directly



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from the insurers for any amounts that are Seller's responsibility under the Contract, provided that (I) prior written notice is provided to the Buyer and (II) the claims against the Buyer's insurers are prosecuted by the Buyer's insurance agent.

(e) All Risk Property Insurance. Buyer/Owner shall maintain or caused to be maintained "All Risks" Property Insurance on existing property/facility/plant, including plant/unit/facility taken over during this Contract. The policy shall cover "all risks" of physical loss or damage including coverage for boiler and machinery (electrical and mechanical breakdown), in an amount equal to the replacement value of the relevant property. Owner and its insurers, for these property insurances, including any business interruption, shall waive right of subrogation against Seller its Affiliates, and its Subcontractor and Sellers.

(f) Failure to Maintain Insurance. If at any time the Buyer fails to maintain or cause to be maintained insurance complying with the requirements reflected herein in full force and effect, (i) the Buyer shall be responsible for any resulting losses or costs sustained by the Seller and shall hold the Seller harmless from actions brought against the Seller as the result of the absence of the Buyer's required insurance, and (ii) the Seller shall not be required but may elect to do any of the following: (A) immediately suspend all or a portion of the Work and be entitled to an equitable adjustment in the price, schedule and other terms of the Contract for the impact of the suspension; (B) pay premiums or purchase alternate insurance at Buyers expense or, (C) pursue such other remedies as may be allowed by law.

(g) Buyer's Risks. In no event shall the Seller be responsible for Buyer's Risks. "Buyer's Risks" include damage and losses due to war, hostilities, terrorism, rebellion, revolution, civil disturbance, nuclear radiation or similar occurrences; acts or omissions of the Buyer; and natural perils (such as flood or earthquake) or other perils to the extent that the peril is excluded from the ARBR/CAR policy coverage or the loss is in excess of the policy limits.

(h) Seller's Obligation to Pay Portion of Insurance Deductible. Seller shall indemnify Buyer for any and all losses arising from damage to or loss of property due to Seller's negligence, provided that Seller's indemnity obligation hereunder shall be limited to the lesser of for each instance (i) [REDACTED] and (ii) the applicable deductible under Buyer's insurance described in Section 2-10(d) of the General Condition titled "Insurance." Seller's obligations under this Section shall be subject to the provisions of Section 4C of Attachment 4, except to the extent Seller's liability hereunder, in the absence of insurance, would be liability arising under the General Conditions titled "Patents" or "General Indemnity".

#### **GC 2-11 Suspension**

(a) Suspension by Buyer of Services at Site. The Buyer shall have the right, at any time, to suspend Services at the Site upon written notice to the Seller. Any cost incurred by the Seller in accordance with any such suspension (including storage costs) shall be payable by the Buyer upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

(b) Suspension by Buyer of Manufacturing. It is expressly agreed that the Buyer shall have no right to suspend manufacture of the Equipment.



(c) Suspension by Seller. The Seller shall have the right to suspend all Work, including the Shipment of any Equipment, if the Buyer fails to make any undisputed payment when due and does not make payment thereof within 5 Business Days' notice of such failure from the Seller. Any cost incurred by the Seller in accordance with any such suspension (including storage costs) shall be payable by the Buyer upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

#### **GC 2-12 Termination for Cause**

(a) Grounds for Termination by Buyer. The Buyer shall have the right to terminate this Contract for cause in the event that the Seller: (i) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency Laws; (ii) substantially breaches and fails to comply or perform its material obligations hereunder (but only with respect to a material obligation for which this Contract does not provide exclusive remedies), *provided*: (A) that the Buyer shall first have provided the Seller with written notice of the nature of such breach and of the Buyer's intention to terminate the Contract as a result of such breach, and (B) that the Seller shall have failed within thirty (30) days after receipt of such notice (or, if cure cannot reasonably be completed in such thirty (30) day period and Seller has submitted an extension request to Buyer accompanied by a cure plan, a period of not more than one hundred eighty (180) days after receipt of the notice of breach) to either (1) commence to cure such breach and diligently thereafter to pursue such cure, or (2) to provide reasonable evidence that no such breach has occurred, and (iii) liability for damages under this Contract (including liquidated damages specified in the Mechanical Completion Schedule in Attachment 2 to the Contract, SC1-9 titled "Delays in Delivery or Turbine Completion", SC1-12 titled "Power Curve Guarantee" and SC1-14 titled "Sound Level Guarantee") exceeds any of the limitations thereon set forth in this Contract and the Buyer and the Seller do not mutually agree to increase such limitations including pursuant to the Attachment 4, Section 4B(a) titled "Referral to Senior Management".

(b) Remedy in the Event of Termination by Buyer. If the Buyer terminates this Contract as provided above, the Buyer shall pay the Seller for that portion of the Contract Price allocable to that portion of the Work properly delivered or performed prior to the termination. If the payments received by the Seller as of the date of such termination are in excess of such portion of the Contract Price, the Seller shall return the excess of such payments to the Buyer. In addition, in the event of a termination pursuant to subclause (i), or (ii) above, the Seller shall pay, not to exceed the limitation the limitation of liability specified in Section 4C of Attachment 4, to Buyer an amount equal to the difference between that portion of the Contract Price allocable to the terminated Work and such actual and reasonable amount paid by the Buyer to another vendor for equipment and services comparable to those terminated. In the event of a termination pursuant to subclause (iii) above, Buyer shall be limited to the pursuit of specific performance as specified in GC 2-17(f) titled "Survival".

(c) Grounds for Termination by Seller. The Seller shall have the right to terminate this Contract for cause in the event that the Buyer: (i) suspends Work at the Site pursuant to the General Condition titled "Suspension" for a single period of one hundred eighty (180) days or for a cumulative total of three hundred sixty-five (365) days, unless such suspension is the direct result of an Excusable Delay on the part of Buyer; or (ii) becomes insolvent, makes a general assignment for the benefit of its creditors, has a

receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency Laws; or (iii) fails to make any undisputed payment when due or to fulfill any payment conditions as set forth in the Contract including providing of specified payment security, provided: (A) that the Seller shall first have provided the Buyer with written notice of the nature of such failure and of the Seller's intention to terminate the Contract as a result of such failure, and (B) that the Buyer shall have failed within five (5) Business Days after receipt of such notice to correct such failure.

(d) The Buyer shall have the right to terminate this Contract at any time for convenience upon the payment of all amounts set forth in the Termination Schedule.

(e) Remedy in the Event of Termination by Seller. If the Seller terminates this Contract as provided in (a) through (c) above, the Buyer shall pay to the Seller the charges set forth in the Termination Schedule.

### GC 2-13 Proprietary Information

(a) Information Subject to Restriction. In connection with the Contract, the Seller and the Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with "Confidential Information." "Confidential Information" means (i) all pricing for the Work, (ii) all terms of the Contract, (iii) all information that is designated in writing as "confidential" or "proprietary" by the Disclosing Party at the time of written disclosure, and (iv) all information that is orally designated as "confidential" or "proprietary" by the Disclosing Party at the time of oral disclosure and is confirmed to be "confidential" or "proprietary" in writing within 10 days after oral disclosure. The obligations of this General Condition shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by the Receiving Party, its representatives or its Affiliates; (ii) is or becomes available to the Receiving Party or its representatives or Affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party; (iii) is independently developed by the Receiving Party, its representatives or Affiliates, without reference to Confidential Information; (iv) is required to be disclosed by Law, a valid legal process or a government agency; or (v) is approved for disclosure in writing by an authorized representative of the Disclosing Party.

(b) Obligations of Receiving Party. The Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and permitted use(s) and maintenance of the Work, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees, agents or financing parties who have a need to know for the Buyer to perform its obligations under the Contract or to use and maintain the Work, and (iii) not to disclose the Confidential Information to a competitor of the Disclosing Party. The Receiving Party shall obtain a written commitment from any recipient of Confidential Information to comply with the terms of this article. Confidential Information shall not be reproduced without the Disclosing Party's written consent, and the Receiving Party shall return all copies of Confidential Information to the Disclosing Party upon request except to the extent that the Contract entitles the Receiving Party to retain the Confidential Information. The Seller may also retain one copy of the Buyer's Confidential Information until all Seller's potential liability under the Contract terminates.

(c) Disclosure Pursuant to Legal Process. If either Party or any of its Affiliates or representatives is required by law, legal process or a government agency to disclose any Confidential Information, that Party agrees to provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by the Receiving Party with the provisions of this article. If efforts to secure confidential treatment are unsuccessful, the Seller may lawfully revise the Confidential Information to make it nonproprietary or to minimize the loss of its proprietary value.

(d) Intellectual Property. Nothing in this article grants the Receiving Party any license under any invention, patent, trademark or copyright now or later owned or controlled by the Disclosing Party.

(e) Disclosure by Buyer. The Buyer shall not disclose Confidential Information to the Seller unless it is required to do so to enable the Seller to perform work under the Contract. If the Buyer does disclose Confidential Information, the Buyer warrants that it has the right to disclose the information, and the Buyer shall indemnify and hold the Seller harmless against any claims or damages resulting from the Buyer's improper disclosure.

(f) Term. As to any individual item of Confidential Information, the restrictions of this Article shall expire the earlier of five years after the date of disclosure and three years after termination or expiration of the Contract.

(g) Priority. This article does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

#### **GC 2-14 Personal Data Protection**

"Personal Data" is any information relating to an identified or identifiable natural person ("Data Subject"). The Buyer and the Seller each agree that any Personal Data obtained from the other Party will be deemed "Confidential Information" of the other Party as defined in these General Conditions whether or not the Personal Data is publicly available. The Buyer and the Seller shall provide security for the Personal Data they receive from each other and limit its disclosure and use. The Buyer and the Seller each represent that in providing Personal Data to one another they will comply with all applicable Laws and regulations, including but not limited to providing notices to or obtaining consents from the Data Subjects when required.

#### **GC 2-15 Export Control**

(a) Export Controls. The Buyer hereby agrees that it shall not, except as said laws and regulations may expressly permit, make any disposition by way of transshipment, re-export, diversion or otherwise, of U.S. origin goods and technical data (including computer software), or the direct product thereof, supplied by the Seller hereunder. The obligations of the parties to comply with all applicable export control laws and regulations shall survive any termination, or discharge of any other contract obligations.

(b) Buyer to Keep Informed. The Buyer undertakes to keep itself fully informed of, and to comply with, the export control laws and regulations of the respective government and any amendments thereof.



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(c) Weapons. The Buyer hereby certifies that the Work, technical data, software or other information or assistance furnished by the Seller or its Affiliates under this Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons either by the Buyer or by any entity acting on the Buyer's behalf.

**GC 2-16 Assignment; Change in Control**

(a) Eligible Assignees. An "Eligible Assignee" is: (i) an Affiliate of the Buyer, or (ii) an engineering or construction contractor under contract with the Buyer for the installation of the Equipment; in either case provided that the Seller would not be penalized or become subject to additional requirements under any Law as a result of entering into contract with such person, or (iii) an entity which, or group of entities which collectively, including one or more financing parties or equity investors (including tax equity investors), (A) has a tangible net worth of at least [REDACTED] or a credit rating with Standard & Poor's of at least BBB- (or equivalent); and (B) is not a competitor of the Seller in the wind turbine manufacturing business or of Seller's or Seller's Affiliate (that is party to the Full Service Agreement) in the wind turbine service business.

(b) Buyer's Right to Assign. The Buyer may assign its rights and delegate its obligations under this Contract to an Eligible Assignee, without Seller consent provided: (i) that the Buyer shall notify the Seller no more than five days after the execution of any such assignment; and (ii) that the Buyer shall in no event assign to its engineering or construction contractor the right to receive liquidated damages under this Contract.

(c) Collateral Assignment. The Buyer may, without Seller's consent, also assign a collateral interest in the Contract to a financing party who is not an Eligible Assignee as collateral security for a loan for a Project Financing, provided however, that Buyer and financing party agree that any future assignment to the financing party shall occur only as the result of the exercise by financing party of its remedies under the loan agreements relative to a bankruptcy or liquidation of Buyer. Seller hereby agrees to cooperate with Buyer in respect of any such Project Financing including executing any consent to collateral assignment and all customary related documents to allow Seller to Buyer to collaterally assign its rights under this Contract.

(d) Seller's Right to Assign. The Seller may assign its rights and delegate its obligations under this Contract to any Affiliate or wholly-owned subsidiary company of Seller without the consent of the Buyer, provided that Seller shall guarantee the obligations of its assignee under this Contract following such assignment and shall provide Buyer prior written notice of such assignment. In the event of such assignment, the Seller's assignee will be responsible for the assigned Work and will invoice directly to and collect payments directly from the Buyer.

(e) Conditions. Any assignment shall be subject to all limitations of liability contained in the Contract. The Buyer may not assign this Contract except in accordance with this General Condition. Any purported assignment not in accordance with this General Condition shall be void and without effect.

(f) Change in Control of Buyer. If, in Seller's reasonable judgment, it concludes that the change in the ownership or control of the Buyer materially would prejudice the Seller's ability to enforce its rights under this Contract, the Buyer shall furnish such additional security as the Seller shall reasonably require,

provided that no such security shall be required if the entity or person, or group of entities or persons, who assumes control of Buyer meets the requirements of an Eligible Assignee.

(g) Subcontractors. Seller will provide notice to Buyer of any work to be performed by Subcontractors.

(h) Consents and Estoppels and Legal Opinions. Seller, within 10 business days of the request by Buyer shall provides such written consents, estoppels and legal opinions may reasonably be requested by Buyer's financing parties or potential assignees, provided that such requests shall not modify the provisions of this Contract.

#### **GC 2-17 Miscellaneous Provisions**

(a) Third-Party Beneficiaries. Except as provided in the Article titled "Limitation of Liability", these provisions are for the benefit of the Parties hereto and not for any other third party.

(b) Non-Waiver. Waiver by either Party of any right under this Contract shall not be deemed a waiver by such Party of any other right hereunder.

(c) Invalidity. The invalidity in whole or in part of any part of this Contract shall not affect the validity of the remainder of the Contract.

(d) No Nuclear Use. The Work is not intended for application (and shall not be used) in connection with any nuclear installation or activity and the Buyer warrants that it shall not use the Work for such purposes, or permit others to use the Work for any such purposes. If, in breach of the foregoing, any such use occurs, the Seller shall have no liability for any nuclear or other damage, injury or contamination, and the Buyer shall indemnify the Seller, its Affiliates and suppliers of every type and tier against any such liability, whether arising as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise.

(e) Global Sourcing. The Seller reserves the right in its discretion to obtain, source, subcontract, manufacture, fabricate and assemble Material or Equipment and any components and systems from non-domestic concerns; it being understood that the quality standards and warranties of the Seller under the Contract shall be adhered to in all cases irrespective of source and all sourcing shall be consistent with all applicable laws and regulations.

(f) Survival. The following provisions of this Contract, whether contained in the General or Special Conditions or otherwise, shall survive termination of this Contract: Taxes, Warranty, Patents, General Indemnity, Limitation of Liability; Seller's Proprietary Information and Miscellaneous Provisions.



**APPENDIX A  
SECTION 3  
DEFINITIONS**

**Note:** Not all defined terms will appear in all contracts.

- (a) "Additional Consideration" shall have the meaning ascribed in Attachment 3.
- (b) "Affiliate(s)" shall mean any entity that directly or indirectly controls, is controlled by or is under common control with a party. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or partnership or other ownership interests or by contract or otherwise.
- (c) "Block #1 Turbines" shall have the meaning ascribed in Attachment 1, Table 1, Scope of Supply and for the avoidance of doubt, do not include Block #2 Turbines.
- (d) "Block #2 Turbines" shall have the meaning ascribed in Attachment 1, Table 1, Scope of Supply and for the avoidance of doubt, do not include Block #1 Turbines.
- (e) "BOP Contract" shall mean the Balance of Plant Agreement for the Site to be entered into by the Buyer in connection with the construction of the Facility.
- (f) "BOP Contractor" shall mean the contractor which is party to the BOP Contract with the Buyer (as notified by Buyer to Seller) or its successors and assigns.
- (g) "Business Day" means every day other than a Saturday, Sunday or a day on which banks are required or authorized by law or executive order to close in the State in which the Facility is located.
- (h) "Buyer" shall mean the entity so identified in the Contract.
- (i) "Buyer Issued Completion Date" shall have the meaning ascribed in Attachment 2.
- (j) "Buyer's Representative" shall mean the individual appointed by the Buyer in accordance with the Special Condition titled "Buyer's Representative".
- (k) "Buyer Taxes" shall mean all taxes, duties, fees, or other charges of any nature (including, but not limited to, ad valorem, consumption, excise, franchise, gross receipts, import, license, property, sales, stamp, storage, transfer, turnover, use, or value-added taxes, and any and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto), other than Seller Taxes, imposed by any governmental authority of any country on Seller or its employees, Subcontractors or Sellers due to the execution of any agreement or the performance of or payment for work hereunder. Equipment exported from the United States are presumed to be exempt from Buyer Taxes levied within the United States. When requested by Seller, Buyer agrees to furnish without charge evidence of tax or duty exemption acceptable to the taxing or customs authorities. Furthermore, if Buyer arranges for export shipment, Buyer agrees to provide Seller without charge, an export bill of lading.

- (l) “Change in Law(s)” shall mean a change to a Law, or a change in the interpretation or application of a Law by the cognizant executive or judicial authorities that requires a change to the Facility or to the Equipment that results in a material increase in Seller's costs of performance or delays the schedule set forth in Attachment 2.
- (m) “Change Order” shall mean a written agreement to change the Equipment or Services which describes the change, identifies the writing as a Change Order, sets out adjustments, if any, in the Contract Price and any other provision of this Contract which is affected, and is signed by the Parties.
- (n) “Claim” shall have the meaning ascribed in the General Condition titled “Patents”.
- (o) “CMW Purchase Agreement” shall have the meaning ascribed in the Section titled “Conditions of Payment” in Attachment 3.
- (p) “Common Carrier Point” shall mean the nearest point to the Delivery Point accessible to permitted loads, without Transportation Route modification(s), improvement(s) or requiring road bonding, by standard highway configured vehicles used for transportation of wind turbine components.
- (q) “Confidential Information” shall have the meaning ascribed in the General Condition titled “Software License.”
- (r) “Consumables” are Parts and Materials not assigned to a specific Unit and intended for one-time use, such as grease, cleaner, miscellaneous small parts, etc. and used specifically for annual routine maintenance.
- (s) “Contract Currency” shall have the meaning ascribed in Attachment 3.
- (t) “Contract” shall have the meaning ascribed in Article 8.
- (u) “Contract Effective Date” shall have the meaning ascribed in the Contract.
- (v) “Contract Price” shall mean the total firm price as stated in Attachment 3 to the Contract as consideration for the Equipment and the Services, as may be adjusted from time to time in accordance with the Contract.
- (w) “Cure Period” shall have the meaning ascribed in the Special Condition titled “Power Curve Guarantee”.
- (x) “Data Subject” shall have the meaning ascribed in the General Condition titled “Personal Data Protection”.
- (y) “Day” or “day” means any calendar day.
- (z) “Deliver” or “Delivery” shall have the meaning ascribed in the Special Condition titled “Schedule Assumptions, Conditions, Shipment and Delivery”.

- (aa) “Delivery Date” shall mean the earlier of the actual date of Delivery or the date of shipment to storage in accordance with the General Condition titled “Shipment to Storage”.
- (bb) “Delivery Point” shall mean the padmount location on the Site or the storage location in the event of Shipment to Storage.
- (cc) “Delivery Schedule” shall mean the Schedule of Guaranteed Major Component Delivery Dates set forth on Attachment 2.
- (dd) “Disclosing Party” shall have the meaning ascribed in the General Condition titled “Proprietary Information.”
- (ee) “Eligible Assignee” shall have the meaning ascribed in the General Condition titled “Assignment; Change in Control”.
- (ff) “Energy Storage System” shall have the meaning ascribed in Article 12.
- (gg) “Equipment” shall mean electrical or mechanical apparatus to be engineered and procured by the Seller and incorporated into the Facility, comprising the Imported Equipment and the Local Equipment, and consisting of one or more Units and any balance of plant, all as described in Attachment 1 to the Contract and more fully described in the Technical Specification. Equipment shall include the Major Components and the Minor Components.
- (hh) “Erection” shall mean erecting the tower
- (ii) “Excusable Delay” shall have the meaning described in the General Condition titled “Excusable Delay” in Section 2-6(a)(i) with respect to Seller and in clause 2-6(a)(ii) with respect to Buyer.
- (jj) “Facility” shall have the meaning ascribed in the Contract Recitals.
- (kk) “Final Delivery Schedule” shall have the meaning ascribed in the Section 6 of Applicable Notes in Attachment 2.
- (ll) “Final Project Completion” shall have the meaning ascribed in Special Conditions 1-4.
- (mm) “Final Project Completion Certificate” shall mean a certificate, in form attached to the Technical Specification, indicating that Final Project Completion has been achieved and provided in accordance with the procedures set forth in clause (a) of Special Condition 1-4.
- (nn) “First Guaranteed Major Component Delivery Date” shall have the meaning ascribed in the Attachment 2.
- (oo) “First Permissible Major Component Delivery Date” shall mean May 6, 2024.
- (pp) “Full Service Agreement” or “FSA” means the Full Service Agreement by and between Seller or Seller's Affiliate and Buyer for the provision of all scheduled and unscheduled operation and maintenance services on the Facility.

- (qq) "Grid Connection Date" shall mean the date on which the Project has continuous power and is able to accept continuous power generated by the Units.
- (rr) "Guaranteed Major Component Delivery Date(s)" shall mean the dates after which delay liquidated damages shall apply for a given Unit.
- (ss) "Hazardous Substance" means any chemical, substance or material regulated or governed by any Applicable Law or governmental approval, or any substance, emission or material now or hereafter deemed by any Governmental authority to be a "regulated substance," "hazardous material," "hazardous waste," "hazardous constituent," "hazardous substance," "toxic substance," "radioactive substance," "contaminant," "pollutant," "toxic pollutant" or "pesticide" or words of similar meaning and regulatory effect under applicable Law.
- (tt) "IEC Standards" means those standards for sound level meters established and maintained by the International Electrotechnical Commission (IEC 60179 Sound Level Meters).
- (uu) "Imported Equipment" shall mean Equipment sourced, manufactured and imported from outside the United States.
- (vv) "Indemnified Party" shall have the meaning ascribed in the General Condition titled "General Indemnity".
- (ww) "Indemnifying Party" shall have the meaning ascribed in the General Condition titled "General Indemnity".
- (xx) "Independent Technical Expert" shall have the meaning ascribed in Section 4B (c) (*Technical Disputes*).
- (yy) "Independent Tester" shall have the meaning ascribed in the Special Condition 1-14(b) titled "Performance of Sound Level Test".
- (zz) "Intellectual Property Rights" shall mean all patents, copyrights, trademarks, service marks, trade secrets and all similar and related intellectual property rights protected under any statutes, laws, codes, rules or regulations and any licenses, detailed assembly drawings for the Units, complete part list for the Units, software, source code, manuals, list of suppliers, purchasing instructions for purchased parts, and other rights obtained by the Seller from third parties to the extent covered by this Contract.
- (aaa) "Law" or "Laws" shall mean those laws, regulations, decrees or similar orders with mandatory effect issued by the legislative, judicial or executive branch of any relevant government or supranational body, as interpreted and applied, to the extent such laws, regulations, decrees or similar orders are applicable to the scope of this Contract, all to the extent that compliance therewith is not penalized under the law of the Seller's home country.

- (bbb) "License" shall mean a license to use software provided under this Contract as provided for in the General Condition titled "Software License".
- (ccc) "Local Equipment" shall mean Equipment manufactured or procured within the United States.
- (ddd) "LOI" means the letter of intent dated September 25, 2023 between the Buyer and the Seller.
- (eee) "LOI Price" shall have the meaning ascribed in Part VIII of Attachment 3.
- (fff) "Major Components" shall mean: the tower sections, gearbox, generator, down tower assembly, the machine head, the hub, and the blades.
- (ggg) "Material" or "Materials" shall mean construction materials to be incorporated in the Site, which are not part of Equipment.
- (hhh) "Material Load Permits" shall mean those permits required by any federal, state or local agency in order to Deliver bulk materials purchased hereunder to or for the purposes of executing provisions under the Warranty, from the Site.
- (iii) "Maximum Reduction Limit" shall have the meaning ascribed in Note #34 of Attachment 1, Section 1A.
- (jjj) "Mechanical Completion" shall mean, with respect to each Unit, that: (i) the Unit has been installed in accordance with the Technical Specification; provided, however, that nothing contained in the Technical Specification shall require backfeed power or a grid connection for that Unit, (ii) a complete fiber optic network connection for each Unit compliant with the minimum SCADA requirements established in the Technical Specification, and (iii) the Unit is ready for Startup and Commissioning (but for the availability of grid connection and/or backfeed power) and (iv) the Buyer has notified the Seller and the Seller has countersigned the Mechanical Completion Certificate, confirming that Mechanical Completion of that Unit has occurred.
- (kkk) "Mechanical Completion Certificate" shall mean a certificate, in form attached to the Technical Specification, indicating that Mechanical Completion has been achieved and provided in accordance with the procedures set forth in clause (a) of Special Condition 1-4.
- (III) "Mechanical Completion Rate" means the rate set forth in the table titled "Mechanical Completion Rate by Buyer" in Attachment 2.
- (mmm) "Mechanical Loads Review" shall have the meaning ascribed in Item 5 of Table 1 in Attachment 1.
- (nnn) "Minor Components" shall have the meaning ascribed in the Special Condition 1-3 titled "Schedule Assumptions, Conditions, Shipment and Delivery in the Section titled "Delivery".
- (ooo) "Operations Manual" shall mean the Seller's written operating instructions, for the applicable Units furnished to the Buyer within thirty (30) days after the Buyer has provided the Seller with the Site condition information required in Attachment 2 and any updates provided by the Seller to the Buyer from



time to time, as long as such updates don't materially increase the cost to the Buyer or create safety issues.

(ppp) "Options" shall mean additional features, Equipment or Services that may be selected with advanced notice and change in price as specified in Table 2 of Attachment 1.

(qqq) "Owner" shall mean that corporation, partnership, or individual which owns the Facility.

(rrr) "Party" and "Parties" shall have the meanings ascribed in the Contract.

(sss) "Payment Schedule" shall mean the schedule of payments provided in Attachment 3 of to the Contract.

(ttt) "Personal Data" shall have the meaning ascribed in the General Condition titled "Personal Data Protection".

(uuu) "Power Curve Guarantee" shall have the meaning ascribed in the Special Condition titled "Power Curve Guarantee".

(vvv) "Project" shall have the meaning ascribed in the Contract Recitals.

(www) "Project Financing" means, with respect to the Facility, dedicated financing which may be obtained and is of a sufficient dollar amount to fully cover the cost for the development, construction, installation, testing, completion and operations of the Facility.

(xxx) "Project Support Services" shall mean technical advisory support Services provided on the Site during Startup and Commissioning.

(yyy) "Prudent Industry Practice" means the exercise of that degree of skill and diligence, and of such practices, methods and acts, at a minimum, as would ordinarily be expected in the United States wind power generation industry from a prudent owner and/or operator or service provider (as applicable) acting lawfully, reliably and safely in connection with wind power generation facilities and equipment similar to the Facility and Unit(s).

(zzz) "Punch List Item" shall mean a minor defect identified by the Buyer or the Seller during installation and commissioning that does not affect the ability of a Unit to safely generate electric power continuously and at full nameplate capacity.

(aaaa) "Punch List Holdback" shall have the meaning ascribed in the Special Conditions titled "Notification of Defects Before Turbine Completion."

(bbbb) "Punch List Period" shall have the meaning ascribed in the Special Conditions titled "Notification of Defects Before Turbine Completion."

(cccc) "Ready to Ship" shall mean when an item of Equipment is available to be loaded on a carrier at the place of manufacture.

(dddd) "Receiving Party" shall have the meaning ascribed in the General Condition titled "Proprietary Information."

(eeee) "Reduced Number of Units" shall have the meaning ascribed in Note #34 of Attachment 1, Section 1A.

(ffff) "Scope of Supply" shall mean electrical or mechanical apparatus to be engineered and procured by the Seller and incorporated into the Facility, comprising the Imported Equipment and the Local Equipment, and consisting of one or more Units and any balance of plant, all as described in Attachment 1 to the Contract and more fully described in the Technical Specification.

(gggg) "Seller" shall mean the entity so identified in the Contract.

(hhhh) "Seller Taxes" shall mean corporate and individual taxes that are measured by net income or profit imposed by any governmental authority of any country on Seller, its employees, Subcontractors or Sellers due to the execution of any agreement or the performance of or payment for Work hereunder.

(iiii) "Services" shall mean all of the services, including training services, described in Attachment 1 to the Contract.

(jjjj) "Ship" or "Shipment" shall mean placing an item of Equipment on board a carrier at the place of manufacture or storage, as evidenced by an inland bill of lading.

(kkkk) "Shipment to Storage" shall mean placing an item of Equipment in storage pursuant to the General Condition titled "Shipment to Storage".

(llll) "Shipping Fixtures" shall mean the complete set of fixtures required for the Delivery of each Major Component.

(mmmm) "Site" shall mean the location where the Equipment will be installed or that Services will be provided.

(nnnn) "Site Data Requirements" have such meaning as set forth in Attachment 2.

(oooo) "Site Restrictions" shall mean (i) the leases, easements or other similar instruments by which the Buyer (or an Affiliate) obtains the right to use the Site for development, construction, operation, maintenance and/or ownership of a Facility from the applicable landowner(s), and (ii) Buyer permits.

(pppp) "Site Safety Rules" have the meaning ascribed in the Special Condition titled "Environment, Health and Security."

(qqqq) "Special Installation Tools" shall have the meaning ascribed in the Special Condition titled "Buyer's Obligations."

(rrrr) "Software" shall mean the Seller's proprietary computer software and software security devices provided by the Seller under the General Condition titled "Software License".

(ssss) "Sound Level Guarantee" shall have the meaning ascribed in the Special Condition titled "Sound Level Guarantee."

(tttt) "Sound Level Test" shall have the meaning ascribed in the Special Condition titled "Sound Level Guarantee."

(uuuu) "Standard Warranty Period" shall have the meaning ascribed in the Special Condition titled "Warranty".

(vvvv) "Startup and Commissioning" shall mean the preparation of each Unit for commercial operation.

(wwww) "Startup and Commissioning Commencement Date" shall have the meaning ascribed in the Mechanical Completion Schedule in Attachment 2 to the Contract.

(xxxx) "Subcontractor(s)" shall mean any corporation, partnership, or individual having a contract with the Seller to supply labor or other services to be performed at the Site in connection with this Contract.

(yyyy) "Supplier(s)" shall mean any corporation, partnership, or individual having a contract with the Seller to supply material, equipment, labor, goods, or services to the Seller in connection with its obligations under this Contract, other than contract labor or other services to be performed at the Site.

(zzzz) "Support Personnel" shall have the meaning ascribed in footnote 6 of Section 1-A titled "Scope of Supply" in Attachment 1.

(aaaa) "Technical Dispute" means any dispute of a technical or engineering nature.

(bbbb) "Technical Specification" shall have the meaning ascribed in the Contract.

(cccc) "Termination Schedule" shall mean the schedule of termination charges set forth in Attachment 3 to the Contract.

(dddd) "Third-Party Software" shall mean any proprietary computer software owned by a third party that the Seller provides to the Buyer.

(eeee) "Transportation Route" shall mean all roads, bridges, drainage and utility structures and lines, signs, ditches, surrounding trees, land or other related parts of the route selected for Delivery.

(ffff) "Transmission Provider" shall mean Northwestern Corporation.

(gggg) "Turbine Completion" shall mean, with respect to each Unit, that the Seller has completed Startup and Commissioning activities.

(hhhh) "Turbine Completion Payment" shall have the meaning ascribed in the Payment Schedule.

(iiii) "Unit" shall have the meaning ascribed in the Attachment 1 under the Section titled "Scope of Supply".

(jjjj) "Unit Price" shall mean that portion of the Contract Price allocable to a single Unit.

(kkkk) "Work" shall have the meaning ascribed in Article 2 of the Contract.

**APPENDIX A-1  
FORM OF LIEN WAIVER**



## FORM OF SUPPLIER'S PARTIAL LIEN WAIVER AND RELEASE

TO: [ \_\_\_\_\_ ]  
 [Buyer legal entity name]  
 [Street Address]  
 [City, State, Zip Code]

Attention: \_\_\_\_\_

### WHEREAS:

- A. [ \_\_\_\_\_ ] (“Buyer”) and GE Renewables North America, LLC (“Supplier”) have entered into that certain Wind Turbine Supply Agreement dated as of [ \_\_\_\_\_ ] (the “Agreement”) for Buyer’s Beaver Creek wind powered electric generation facility located in Stillwater County in the State of Montana (the “Project”).
- B. Supplier hereby delivers this Partial Lien Waiver in order to satisfy SC 1-4(d) of the Agreement in relation to the Invoice No. \_\_\_\_\_ in the amount of US \$ \_\_\_\_\_, dated \_\_\_\_\_, 202\_\_ (such date the “Payment Schedule Date”).
- C. Unless otherwise defined herein, initially capitalized terms used in this Partial Lien Waiver shall have meanings specified in the Agreement.

### NOW THEREFORE:

1. Upon receipt by Supplier of payment from Buyer in the amount of US\$ \_\_\_\_\_ or, if the payment is made by check, when the check has been properly endorsed and paid by the bank upon which it is drawn, this Partial Lien Waiver shall become fully effective and Supplier hereby irrevocably waives, releases, discharges and relinquishes any right to any claim for payment against the Buyer or the Project for labor, materials, equipment and services provided to or for the Project through the Payment Schedule Date and any lien, including, without limitation, any mechanic’s lien, or any right against a labor and material bond relating to the Project, Supplier has or may have relating to, on or against the Buyer or the Project or all or any part of the Project or the Project Site with respect to such payment, subject to paragraphs 2 and 3 below.
2. This Partial Lien Waiver covers the labor, materials, equipment, and services furnished under the Agreement to the Project site or to Buyer through the Payment Schedule Date. This Partial Lien Waiver shall not otherwise affect the contract rights of the Parties to the Agreement, including rights between the Parties based upon a rescission, abandonment or breach of the Agreement. This Partial Lien Waiver does not cover (a) retainage, (b) labor, materials, equipment, and services furnished after the Payment Schedule Date, or (c) labor, materials, equipment, and services furnished before the Payment Schedule Date but not yet invoiced or if invoice, not yet paid.

- 3. Except as set forth in the attachment hereto, if any, all amounts due and payable in connection with the Agreement with respect to prior Payment Schedule payments have been paid in full by Buyer.
- 4. All debts or obligations of Supplier to any third party relating to the labor, materials, equipment and services covered by this Partial Lien Waiver have been paid or will be timely paid.
- 5. THIS PARTIAL LIEN WAIVER SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS).

Supplier has executed and delivered this Partial Lien Waiver this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

GE Renewables North America, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX A-2**  
**FORM OF FINAL LIEN RELEASE AND WAIVER**

## FORM OF SUPPLIER'S FINAL LIEN WAIVER AND RELEASE

TO: [ \_\_\_\_\_ ]  
 [Buyer legal entity name]  
 [Street Address]  
 [City, State, Zip Code]

Attention: \_\_\_\_\_

### WHEREAS:

- A. [ \_\_\_\_\_ ] ("Buyer") and GE Renewables North America, LLC ("Supplier") have entered into that certain Wind Turbine Supply Agreement dated as of [ \_\_\_\_\_ ] (the "Agreement") for Buyer's Beaver Creek wind powered electric generation facility located in Stillwater County in the State of Montana (the "Project").
- B. Supplier hereby delivers this Final Lien Waiver in order to satisfy SC 1-4(d) of the Agreement in relation to the final Payment Invoice No. \_\_\_\_\_ in the amount of US \$ \_\_\_\_\_ dated \_\_\_\_\_, 202\_\_.
- C. Unless otherwise defined herein, initially capitalized terms used in this Final Lien Waiver shall have meanings specified in the Agreement.

### NOW THEREFORE:

1. Upon receipt by Supplier of full and final payment from Buyer in the amount of US\$ \_\_\_\_\_ or, if the payment is made by check, when the check has been properly endorsed and paid by the bank upon which it is drawn, this Final Lien Waiver shall become fully effective and Supplier hereby irrevocably waives, releases, discharges and relinquishes any right to any claim for payment against the Buyer or the Project for labor, materials, equipment and services provided to or for the Project and any lien, including, without limitation, any mechanic's lien, or any right against a labor and material bond relating to the Project, Supplier has or may have relating to, on or against the Buyer or the Project or all or any part of the Project or the Project Site with respect to such payment, subject to paragraphs 2 below.
2. This Final Lien Waiver shall not otherwise affect the contract rights of the Parties to the Agreement, including rights between the Parties based on a rescission, abandonment or breach of the Agreement.
3. All debts or obligations of Supplier to any third party relating to the labor, materials equipment, and services covered by this Final Lien Waiver have been paid or will be timely paid.



4. THIS FINAL LIEN WAIVER SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS).

Supplier has executed and delivered this Final Lien Waiver this \_\_\_ day of \_\_\_\_\_, 202\_\_.

GE Renewables North America, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX A-3  
FORM OF CHANGE ORDER**

**Description of Changes**

(Description of changes in hardware / software deliverables; add historical background if applicable; if complex an attachment with detailed scope can be used)

**Materials & Services**

(Specify any material and services that will be provided or reference the Description of Changes section)

**Impacts**

ALL IMPACTS CONTAINED HEREIN APPLY ONLY TO GE SCOPE OF WORK. IT IS THE BUYER'S RESPONSIBILITY TO EVALUATE IMPACT(S) TO THE CUSTOMER'S SCOPE OF WORK.

**Effect on Contract Price**

(The total (increase/decrease) to the Contract Price as a result of this ECO#X is \$\$\$\$\$\$; if no impact state "None")

**Effect on Schedule**

(State contract schedule impact, if any, of proposed change. If none state "None").

**Expiration**

This ECO #X can be incorporated as indicated above, provided the change is approved in writing in 5 Business Days. After such period Seller reserves the right to modify or accept its incorporation.

**Effect on Payment Schedule**

(State contract payment impact, if any, of proposed change. If none state "None").

**Effect on Contract Guarantees**

(State contract guarantees impact, if any, of proposed change. If none state "None").

**Effect on Warranty**

(State warranty impact, if any, of proposed change. If none state "None").

**Assumptions and Conditions**

Except as changed herein, all terms and conditions of the Contract remain in full force and effect.  
(Other terms may be added based on proposed change)

**Contract References**

CONTRACT FOR THE SALE OF POWER GENERATION EQUIPMENT AND RELATED SERVICES between (*GE Entity*) ("GE" or "Seller") AND (*Buyer Entity*) ("Buyer"), dated (*Contract Date*) and its respective Amendments and Change Orders (the "Contract").

**Change Summary**

<u>Item</u>	<u>Total</u>		
Original Contract Price	\$	\$\$\$\$\$\$	USD
ECO #X	\$	\$\$\$\$\$\$	USD

***[Signature Page Follows]***

**Signature Page:**

**Seller**

**GE (Insert Entity)**

**BY:** \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

**Buyer**

**(Insert Entity)**

**BY:** \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**



**APPENDIX A-4**  
**FORM OF DOMESTIC CONTENT CERTIFICATE**

Seller hereby certifies to Buyer on behalf of itself, as seller, manufacturer and supplier, pursuant to that certain written and binding Contract for the Sale of Power Generation Equipment and Related Services, entered into between Seller and Buyer dated \_\_\_\_\_ (the "Contract"). Capitalized terms used in this Certificate and not otherwise defined herein have the meanings specified in the Contract. Under the Contract, Buyer agreed to purchase the Equipment from Seller and, inter alia, Seller agreed to comply with and is issuing this Certificate as a condition of the Contract Price Adjustment agreement among the Parties and the corresponding executed Change Order.

Following an inquiry appropriate to the circumstances of this Certificate of responsible persons of Seller and Seller's Affiliates, Seller hereby certifies that:

- a. U.S. Items. Seller's costs associated with the [nacelles, hub, and blades], delivered by Seller to the Buyer and as identified in this Certificate, meet or exceed forty percent (40%) of Seller's total cost for all manufactured product components (excluding the wind towers but including the wind tower flanges). The [nacelles, hub, and blades] were mined, produced, or manufactured in the United States. "Costs" for this purpose include costs as defined for purposes of the Domestic Content Bonus Credit in applicable Treasury regulations or other IRS guidance as of the date of this Certificate. *[Note to draft: Seller will confirm which highlighted components apply after delivery.]*
- b. Towers. The structural steel included in the tower sections was manufactured in the United States from steel plate manufactured in the United States (excluding all tower flanges).
- c. Generators. The generator was not manufactured in the United States.
- d. Attached to this Appendix is a list of each item described in (a) and (b) that was mined, produced, or manufactured in the United States together with its serial number.
- e. To Seller's knowledge, all the materials, written information provided by Seller or its Affiliates to Buyer that are in support of the representations in this Certificate: (i) do not contain any untrue statements of material fact, and (ii) taken as a whole, does not omit to state a material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made.

The undersigned on behalf of Seller hereby certifies that they have read the foregoing, know the contents thereof and state that the same is true of their personal knowledge, except those matters stated upon information and belief, and, as to those matters, they believe them to be true.

**GE Renewables North America, LLC**

By:  
Name:  
Title:

END OF APPENDIX A-4

*Seller to attach list of US manufactured component serial numbers for the nacelle, hub, tower and blades as applicable.*

**APPENDIX A-5  
WAGE DETERMINATIONS**

[GE to insert Appendix that includes print-out from DOL/sam.gov listing all wage determinations for all labor classifications for GE construction work covering all relevant counties for the Project]

## APPENDIX B TECHNICAL SPECIFICATION

**TABLE OF CONTENTS** (Link to all documents: <https://ge.box.com/s/64bnsz12asmza26cxghlzmfp8haq1r8s>)

No.	Section / Document / File name
<b>1</b>	<b>Wind Turbine and Ancillary Equipment</b>
1.1	Technical Description and Data <a href="#">General Description 2.0-2.8-116 127-60Hz EN Doc-0072750 r08</a>
1.2	Weights and Dimensions <a href="#">Weights and Dimensions 1-2MW Doc-0072753 EN E</a>
1.3	Codes and Standards <a href="#">General Description Generic-xxHz Codes Standards EN r05</a>
1.4	Cold Weather Adaptations <a href="#">Cold Weather Options 1-2MW Platform 60Hz EN Doc-0001250 r07</a>
1.5	High Temperature, High Altitude Operation <a href="#">Hot Weather High Altitude Operation 2.0-2.8 1-2MW-xxHz EN r05</a>
1.6	WindSCADA Secure Edition System Overview WindSCADA_Secure Edition_WIND = Kxxx CFA01 & DB_Doc-0089060_EN_A
1.6.1	WindSCADA System Enhanced Data Packages WindSCADA_System_Data_Packages_Generic_GDOC-10003953_EN_A
1.6.2	WindSCADA System with Customer Supplied Hardware - Requirements WindSCADA_System_Generic_Customer_Supplied_Hardware_Doc-0072142_EN_C
1.7	WindCONTROL General Description <a href="#">WindCONTROL System Mark VIe Generic xxHz EN r02</a>
1.8	Wind Turbine Condition Monitoring System <a href="#">General Description Generic xxHz CondBasedMon EN Doc-0001231 r03</a>
1.9	WindRESERVE Technical Description <a href="#">WindCONTROL System Mark VIe Generic xxHz WindRESERVE EN r01</a>
1.10	Ladder Platform Lift Technical Description General_Description_1-2MW_60Hz_Ladder_Lift_EN_Doc-0082108_r02
1.11	Lightning Protection Technical Description Lightning_Protection_1-2MW_xxHz_EN_r03
1.12	Winter Ice Operation Mode Technical Description General_Description_Generic_xxHz_Winter_Ice_Operation_EN_Doc-0085883_r01
<b>2</b>	<b>Performance</b>
2.1	Calculated Power Curve – Normal Operation <a href="#">Power Curve-NO 2.82-127-60Hz 2MW EN r02</a>
2.2	Product Acoustic Specification – Normal Operation <a href="#">Noise Emission-NO 2.x-DFIG-127-60Hz 1-2MW EN r05</a>
2.3	Product Acoustic Specification – Normal Operation with Low-Noise Trailing Edges (LNTE) <a href="#">Noise Emission-NO 2.x-DFIG-127-60Hz 1-2MW LNTE EN r05</a>

No.	Section / Document / File name
2.4	Calculated Power Curve – Noise Reduced Operation (NRO) with Low-Noise Trailing Edge (LNTE) for 89m Hub Height <a href="#">Power_Curve-NRO_2.82-127_60Hz_89mHH_LNTE_EN_r02</a>
2.4.1	Calculated Power Curve – Noise Reduced Operation (NRO) with Low-Noise Trailing Edge (LNTE) for 114m Hub Height <a href="#">PCD-NRO_2.82-127_60Hz_114mHH_LNTE_EN_r01</a>
2.5	Product Acoustic Specification – Noise Reduced Operation (NRO) with LNTE <a href="#">Noise_Emission-NRO_2.5_2.8-127-60Hz_IEC_LNTE_EN_r07</a>
2.6	Machine Power Performance Test <a href="#">Machine Power Performance Test Generic-xxHz EN Doc-0002093_r04</a>
2.7	Machine Noise Performance Test <a href="#">Machine_Noise_Performance_Test_Generic_EN_r03</a>
<b>3</b>	<b>Interfaces</b>
3.1	Electric Grid Interconnection Data <a href="#">Grid Interconnection Documents 2MW-116_127_60Hz_EN_Doc-0074703_r07</a>
3.1.1	WindFREE and WindFREE 2.0 Technical Description <a href="#">WindCONTROL_System_MarkVle_Generic_xxHz_WindFREE_EN_Doc-0085442_r01</a>
3.1.2	Electric Grid Interconnection Data Supplemental Document – Maximum Symmetrical Short Circuit <a href="#">GID_Supplemental_Max_Symm_SC_Withstand_2MW_Platform_xxHz_EN_Doc-0080954_r01</a>
3.2	Minimum GE Requirements for Wind Farm Remote Connectivity (with digitally fillable forms) <a href="#">WindSCADA_System_Generic_xxHz_Network_Connectivity_Requirements_EN_Doc-0000822_r05</a>
3.3	<a href="#">Foundation General Information Tubular Towers Generic xxHz Doc-0002519 EN F</a>
3.4	Foundation Loads Data for 2.8-127 60Hz 88.6m Hub Height <a href="#">Foundation_Load_Drawing_2.8-127_60Hz_89mHH_EN_r05</a> This document contains embedded Excel files containing the load spectra and Markov Matrices.
3.5	Foundation Loads Data for 2.8-127 60Hz 114m Hub Height <a href="#">Foundation_Load_Drawing_2.8-127_60Hz_114mHH_EN_r03</a> This document contains embedded Excel files containing the load spectra and Markov Matrices.
<b>4</b>	<b>Buyer Provided Information Forms</b>
4.1	<a href="#">Wind Farm Form</a> <a href="#">__WFF_rev18b_Feb2021.xlsx</a>
4.2	<a href="#">Wind Farm Grid Interfaces Form – Grid Description – Customer Form</a> <a href="#">GE WindFarmGridInterfaces Form Revision9.2.xlsm</a>
4.3	<a href="#">Wind Data Collection File – Rev 0</a>
4.4	Wind Resource Assessment Guidelines <a href="#">Wind Resources Assessment Form Generic-xxHz EN_r01</a>
4.5	Setback Considerations for Wind Turbine Siting <a href="#">Setback Considerations Generic xxHz EN_r04</a>
<b>5</b>	<b>Transportation, Storage, and Installation</b>
5.1	Installation Checklist <a href="#">Installation Checklists 1-2MW-xxHz ICL EN Doc-0001669_r11_d</a>



No.	Section / Document / File name
5.2	Installation Inspection Procedure <a href="#">Digital IIP Blank TemplateV1_4</a>
5.3	<a href="#">Wind Turbine Mechanical Completion Certificate EL r2</a>
5.4	<a href="#">Wind Turbine Completion Certificate r2</a>
5.5	<a href="#">Final Project Signoff Certificate r1</a>
5.6	<a href="#">Storage Manual 1-2MW-xxHz GEK113081 EN Doc-0001333 r12</a>
5.7	Site Roads and Crane Hard Standings Specification for 2.0-2.8MW 60Hz Wind Turbines <a href="#">Site Roads Crane Pad Spec 2MW Doc-0001707 EN G</a>
<b>6</b>	<b>Reference Documents (not contractually binding)</b>
6.1	Renewable Energy Learning Center Training Catalog <a href="#">RELC Training Catalog 2022</a>
6.2	General Description – Anchor Bolt Assembly <a href="#">General Description Generic xxHz Anchor Bolt Assembly Contrdoc EN Doc-0001835 r05</a>
6.3	Installation Manual Applicable for 2.0-2.8MW Wind Turbines with 107m, 116m, 127m or 132m rotors. <a href="#">Installation Manual 2.0-2.8-xxHz 1-2MW EN Doc-0001198 r09</a>
6.4	Generator Installation on the Ground Instructions Applicable for 1&2MW 2MW Wind Turbines with a Single Main Bearing <a href="#">Generator Install on Ground 2MW Single Bearing WDI 1671 EN 21</a>