


V-TB-26025-24-09-01	Vertragserfassung	
	erstellt: ath	Datum: 08.08.2014

Vertragsnummer: V-TB-26025-24-09-01

Projekt: WP Havoygavlen

Titel / Vertragsart: Fernüberwachungsvertrag

Vertragspartner: Arctic Wind A/S
c/o Finmark Kraft
Postboks 1500, N-9506 Alta

Laufzeit / Jahre: 1 Jahr, automatische Verlängerung um 12 Monate

Garantie: _____


Fälligkeit der Zahlungen: 2.130 € / WEA / Jahr

Beginn: 01.05.2014

Ende: 30.04.2015, automatische Verlängerung

Vermerke zu Bilanzierung / Entstehung

(wird von der Buchhaltung ausgefüllt)

V-TB-26025-24-09-01	Vertragserfassung	

Buchungsvermerk:

(wird von der Buchhaltung ausgefüllt)

Änderung zu Vorlage:

Sonstiges:

in Kopie an:

Standort Original:

Büro Assistenz Geschäftsführung

Standort EDV:

V:\eingescannte Verträge



**Übernahme des
Vertrages in die Gesamtliste:**

(Unterschrift)

Datum: 08.08.2014



Anna Thiemt

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Artic Wind A/S
c/o Finmark Kraft
Postboks 1500, 9506 Alta
Norway

- in the following "Client" -

and

seebaWIND Service GmbH
Heideweg 2-4, D-49086 Osnabrück

- in the following "Service Provider" -

hereby agree on the following remote monitoring agreement:

Preamble

Client operates fifteen wind energy conversion system(s) in the wind farm HAVØYGAVLEN according to Annex I to this agreement.



By this remote monitoring agreement, the Client instructs the Service Provider to perform the remote monitoring on these wind energy conversion system(s).

Art. 1 **Remote Monitoring**

The remote monitoring by the Service Provider (weekday from 16:00 – 8:00, from Friday 16:00 – Monday 8:00) includes the daily control of the systems by means of IT and telecommunications, particularly:

- 1) There will be a continuously link to the Wind Park Havoygavlen whereby the monitoring cyclic omitted, the reaction time reduced and the availability of the WTG's accordingly adjusted
- 2) testing of the operational availability within > 15 min from the receipt of a fault




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Art. 3 Obligations of the Service Provider

1) The Service Provider shall provide the staff for the execution of the works, in order to be able to render its services as agreed.

The Service Provider shall perform most of its service with own staff, however, the services may also be performed through third persons.

2) The Service Provider shall perform the services as an independent contractor under its own responsibility. The Service Provider shall have the instruction rights as employer of the employed staff. Client's right to instruct the Service Provider shall not be affected hereby.

Art. 4 Remuneration

From the signing of this agreement, the Client shall pay annually to the Service Provider the following remuneration:

- 1) 24h-Remote Monitoring: 2.130,-
€/WEC/anno
- 2) Fault clearance, minor and/or major corrective maintenance and repairs on-site, will be offered upon request and charged separately upon assignment of the client according to the offer as well as on actual expenditures and proof of evidence.



All amounts are net, with applicable value added taxes to be added.

The deduction for element a) is to be made semi-annually in advance and will be due within fourteen days after receipt of the invoice. The deduction for element b) is to be made upon completion of works and will be due within fourteen days after receipt of the invoice.

Art. 5 Acceptance of the Works

The work of the Service Provider remunerated separately (art.4 para. 2) shall be deemed to have been accepted, if the Client does not object the acceptance in writing




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agreement during the term of the agreement. An immediate termination for cause shall remain unaffected. Except from that, the agreement shall expire, without need for notice of termination, latest with the definite decommissioning of the WECS.

Art. 18 **Written Form and Severability**


- 1) Any change or amendment as well as the rescission of this agreement shall be in writing. The same applies to any annulment of this requirement of written form.
- 2) In case any provision of this agreement should be found invalid, the validity of the remainder of the agreement shall not be affected thereby. In such a case, the parties are obliged to agree on a replacement of the invalid provision by a legally permitted provision. The same applies, when during implementation of the agreement a gap emerges that that needs to be filled.

Art. 19 **Governing law and settlement of disputes**



- 1) This Agreement shall be governed by the laws of the Federal Republic of Germany under exclusion of application of the U.N. Convention on Contracts for the International Sale of Goods (CISG).
- 2) All legal disputes arising out of or in connection with this agreement or its validity shall be submitted to the exclusive jurisdiction and judgment of the court of Osnabrück, Germany.

Havøysund, den 10.04.2014

Osnabrück, den 10.04.2014


 Artic Wind A/S


 seebaWIND Service GmbH

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N-9690 HAVØYGAVLEN	Nordex N80	WEA 13 (8032)
N-9690 HAVØYGAVLEN	Nordex N80	WEA 14 (8036)
N-9690 HAVØYGAVLEN	Nordex N80	WEA 15 (8035)
N-9690 HAVØYGAVLEN	Nordex N80	WEA 16 (8031)