

TERMS & CONDITIONS

1. Acceptance:

Danish Wind Power Academy ApS (hereafter known as DWPA or seller). All deliveries and orders supplied by DWPA are subject to below conditions: This quote which incorporates prior or future specifications/descriptions of the delivery of goods/services requested/ordered by buyer becomes the entire and exclusive agreement between seller and the buyer when acknowledged by the buyer in writing or when the seller begins performance. This offer to deliver is limited to acceptance of the terms and conditions of the quote. DWPA is not bound by any term or condition of the buyer stated in any Purchase Requisition or Purchase Order Quotation, Acknowledgement, or in any other manner that is inconsistent with, or in addition to, the terms and conditions of Sellers Terms and Conditions unless the additional or inconsistent term is in writing and signed by an authorized DWPA representative. Special conditions in a Purchasers order are not binding for DWPA and its employees or the DWPA's suppliers unless the DWPA has accepted this in writing. Important notice: The term "In writing" can also be in form of an e-mail or fax. DWPA hereby notifies buyer of its objection to any additional and or different term(s), in no event shall DWPA's silence be construed as acceptance of proposed changes in, or additions to, this quote.

2. Changes – Prices and Specifications:

The DWPA reserves the right to make changes in price lists and course specifications without prior notice.

3. Order:

The Purchaser has confirmed course attendance either by submitting a signed order confirmation, by completing a registration form or by verbal registration. A verbal registration is final only when it has been supported in writing to the DWPA. A written confirmation can be either an order confirmation, an e-mail fax or an invoice. Attending a course will in any case be determined by a settled invoice. Please also refer to point 5. "Terms of Payment"

4. Prices:

Prices are in the currency and for the goods and services mentioned in confirmation of order or quotation. All prices are based on the exchange rates valid for the date of the quotation, confirmation of order or invoice. In case of changes in exchange rates the DWPA reserves the right to adjust according to the current rate until the time of total payment by buyer to vendor. Driving expenses if any, hotel, flights and other induced expenses for the instructors from the DWPA have to be paid on account and are settled within 2 weeks post the end of the course. Driving expenses are calculated according to the rates set by the Danish Government. If subcontractors are involved in a course, his business terms and terms of payment are valid for the specific delivery.

5. Terms of Payment:

Payment is due no later than 14 days before the course commences payment for initial registrations made less than 14 days ahead of course commencement is due immediately on confirmation or latest on the next banking day. Please note that a settled invoice is the admission ticket to the course/seminar therefore a cash discount is not granted.

For customized courses; travel, lodgings and expenses will be charged as on a variable lump sum basis which will be agreed upon on order confirmation. Should there be any variances on costing post training this will be individually invoiced or credited accordingly. Bank transfer fee must be paid by transferring bank.

Late settlement in cures a 1.5% interest which will be charged on each commencing month entered into.

Further to this an administration fee of EUR 40.00 per written reminder will be charged. If a payment is overdue the DWPA reserves the right to withhold all further deliveries, part deliveries and services until the Purchaser has paid all outstanding charges incl. interest, administration fees and expenses. The Purchaser is not entitled to withhold any payment for reasons not accepted by DWPA unless a written prior agreement was made.

6. VAT and TAX

The sale is subject to reverse charge. The recipient is liable for the VAT according to article 56 of the Council Directive 2006/112/EC. For courses located in Denmark the DWPA will, according to the Danish Tax law invoice Danish VAT at the rate of 25%. Foreign enterprises may be entitled to obtain a refund of this VAT by completing and submitting a special form to the Danish Tax Authority (Skat 31.004). Upon request the DWPA can provide you with the guideline and form to be completed. The DWPA is not Liable for eligibility or non-eligibility for VAT refunds. Delivery at buyer's address does NOT include any Federal, State, City or Local taxes that may be applicable.

7. Courses:

The following terms and conditions (7a-7b) apply to changes and cancellations regarding all courses.

7a. Expenses in Connection with Change or Cancellation:

The DWPA never overbooks a course, and since the process of the instruction is prepared based on the number and qualifications of the participants, the DWPA must be informed of changes and cancellations within the time limits described below. Please also be aware of point 10. defining Travelling, Stay, Food and Accommodation.

7b. Cancellation or absence:

Cancellation can only happen with the DWPA's approval in writing.
Cancellation between 0-5 weeks before course start: 100% of the course investment is due for payment.
Cancellation between 6-12 weeks before course start: 50% of the course investment is due for payment.
Cancellation 13 weeks before course start: 0% of the course investment is due for payment. Please note the terms mentioned in point 1.: Payment to subcontractors. The terms of cancellations can deviate from the DWPA's terms.
 Absence: 100% of the course investment is due for payment.

8. Seminars:

The following terms and conditions (8a-8b) apply to changes and cancellations on seminars."

8a. Expenses in Connection with Change or Cancellation:

DWPA never overbooks a seminar therefore since the process of the instruction and booking of location is prepared based on the number participants, DWPA must be informed of changes and cancellations within the time limits described below.

8b. Cancellation or absence:

Cancellation can only happen with the DWPA's approval in writing.
Absence: 100% of the seminar investment is due for payment.
Cancellation between 0-2 weeks before course start: 100% of the seminar investment is due for payment.
Cancellation between 3-6 weeks before course start: 50% of the seminar investment is due for payment.
Cancellation 7 weeks before course start: 0% of the seminar investment is due for payment.
 Please note the terms mentioned in point 1.: Payment to subcontractors. The terms of cancellations can deviate from the DWPA's terms.

9. Cancellation by DWPA:

DWPA reserves the right to cancel a course or seminar with two weeks' notice in case of too few registrations or other reasons the DWPA see fit. DWPA cannot be held responsible for any losses or costs to the purchaser/Client directly or indirectly caused by the cancellation. Naturally attendance fees will be refunded unless due to (15) Force Majeure.

10. Travelling, Stay, Food, and Accommodation:

Expenses for travelling, food, hotel and conference facilities etc. are not included in the training price but are charged separately and invoiced no later than 2 weeks post training. The Purchaser/Client or Participant must pay food and accommodation costs directly to the hotel/conference centre before departure. As the DWPA make reservations for rooms and accommodation well in advance before each course, any change and cancellation made later than 4 weeks prior to the start of the course will be debited with an amount depending on the hotel/conference centres own terms of cancellation.

11. Registration:

Registration to courses is with effect from the date of the receipt of the confirmation of order (for Client specific courses) or the registration form (used for open courses and seminars). After registration the DWPA forwards to the Purchaser/ client or customer a personal information form to be completed by all participants before the start of the course. These forms must be returned no later than 4 weeks before the start of the course and Addressed to: DWPA, Stensgaardvej 6, 5500 Middelfart, Denmark mail@danishwpa.com

12. Certificate:

For certified trainings, participants who have completed the module will be examined, if the candidate achieves the minimum required pass score he/she will receive a certification by mail post course.

Should an invoice, payment or fee have not for some reason been settled, DWPA reserves the right to withhold the certificate until the outstanding amount has been settled.

13. Confidentiality:

DWPA guarantees that all information about the customer as to business, technology, economy etc. will be treated confidentially. Materials belonging to the customer are also treated with the same confidentiality. All our employees are bound to secrecy obligation and have to sign a declaration of confidence by employment with the DWPA.

14. Liability:

Participation in courses organized and held by the DWPA is at the participants' own risk. DWPA cannot be held responsible for direct or indirect loss, loss of production, lost earnings or any personal injuries caused by participation in the DWPA's courses/presentations or seminars. Further to this DWPA cannot be held responsible for similar damages caused by participation in services provided by any of the DWPA's subcontractors.

15. Force Majeure:

If the DWPA is prevented from observing delivery of courses due to reasons outside the DWPA's responsibility, the DWPA is exempt from any claim for damages on that subject. Obstacles can be defined as but not limited to walkouts, strikes at DWPA, DWPA's subcontractors, lockout, war, unsafe weather conditions civil war or any other warlike situation, without, however, limiting the Force Majeure to the above mentioned areas.

16. Documentation:

Due to technological enterprise and patenting rights, the Purchaser/Client or indeed customer is obliged to provide the DWPA with the correct technical documentation prior to Turbine specific training in order to confirm rightful ownership. This tool enables the DWPA to develop and conduct a professional syllabus. As a result the DWPA is obliged to return the afore mentioned documentation in its original state and destroy copies either electronic or printed upon completion of the training, unless otherwise stated in written agreement by the owner.

17. Disputes:

All disputes originating from deliveries by the DWPA must be heard according to Danish Law at a court of justice in DWPA's judicial district.