

TERMS & CONDITIONS

1. General:

Danish Wind Power Academy, Americas, Inc. (hereafter referred to as "DWPAA") provides training courses and seminars for the wind mill industry, including, but not limited to turbine course, maintenance courses, trouble shooting courses and more (such training courses and seminars, the "Services" or the "Course(s)"). Some Courses are open for general registration ("Open Course(s)") while others are specially prepared for specific customer(s) ("Custom Course(s)"). All orders and sales of Courses and related deliveries are subject to the terms and conditions herein (the "Terms & Conditions").

2. Binding Terms – Offer and Acceptance:

DWPAA's final quote and order confirmation (if any) together with these Terms & Conditions (the "DWPAA Terms"), constitute the entire and exclusive agreement between DWPAA and customer. Participation in a Course and acceptance of delivery of the Services shall be deemed unconditional acceptance of the DWPAA Terms. DWPAA is not bound by any term or condition of customer stated in any purchase requisition, purchase order, acknowledgement, or other document, or in any other manner that is inconsistent with, or in addition to, the DWPAA Terms, unless the additional or inconsistent term is in writing and signed by an authorized DWPAA representative. The term "In writing" or "written", as used herein, includes e-mail and fax correspondence. DWPAA hereby notifies customer of its objection to any additional and or different term(s). In no event shall DWPAA's silence be construed as acceptance of proposed changes in, or additions to, the DWPAA Terms. Notwithstanding the agreed terms among DWPAA and customer, to the extent that third parties are involved, as subcontractors or otherwise, in providing the Services or other services in relation to the Courses, the business terms agreed among DWPAA and such third party shall also be binding on the part of customer.

3. Changes – Prices and Specifications - Currency:

The DWPAA has the right to make changes in price lists and Course specifications prior to the finalization of any purchase of a Course without prior notice. All prices are in United States Dollars.

4. Order:

Purchases of Services and Course attendance may be confirmed by: (1) customer by signing and returning DWPAA's quote, or by completing and submitting a registration form, or (2) DWPAA by sending an order confirmation to customer upon receipt of a purchase order. Any such confirmation must be in writing and may be submitted online, or by mail, by fax, or by email. A verbal registration is final only when it has been supported in writing as provided above.

5. Travel Expenses for Instructors:

Except for Courses conducted at DWPAA's facilities in Colorado, DWPAA will charge customer for its instructors' travel expenses, e.g. airline tickets, car rentals (including insurance, fees, and taxes), gas, mileage, hotels, and local meals. Expenses will be estimated in advance in the quote. After completion of the Course, actual travel expenses will be accounted for and the difference, if any, will be invoiced or credited. If instructors use their own cars, a mileage rate will be charged at the standard mileage rate for business in effect as set by the IRS at any time (\$0.575 per mile for 2015).

6. Terms of Payment:

6a. Full payment of the purchase price for the Course and estimated travel expenses for instructors is due no later than 14 days before the Course commences. Payment for registrations made less than 14 days ahead of Course commencement is due immediately upon confirmation or latest on the next banking day.
6b. A settled invoice with payment confirmation is the admission ticket to the Course. No cash discount will be granted.
6c. Invoices for the balance of travel expenses for instructors must be paid and settled not later than 2 weeks after the date of the invoice.
6d. All bank transfer fees must be paid by transferring bank.
6e. Interest of 1.5% per month apply to late payments. Interest will be charged for a full month for each commenced calendar month after the due date. In addition, an administrative fee of USD 50.00 will be charged for each written reminder.
6f. If a payment is overdue DWPAA reserves the right to withhold all Services and refuse participants admission to Courses until customer has paid all outstanding charges incl. interest, administrative fees and expenses.
6g. Setoff by customer is not permitted and customer is not entitled to withhold any payment for reasons not accepted by DWPAA unless expressly agreed in writing.

7. Sales and Use Tax

Courses may be subject to state and local sales taxes and similar taxes. Unless expressly quoted in the offer/quote/order confirmation, such sales and other taxes are in addition to the price for the Services and must be paid by customer to DWPAA together with the purchase price.

8. Course Cancellations:

The following terms and conditions (8a-8e) apply to Course changes and cancellations requested by customer.

8a. Expenses and cancellation fees in connection with change or cancellation:

DWPAA does not overbook Courses, and it prepares individualized instruction based on the number and qualifications of the participants, therefore DWPAA must be informed in writing of requests for changes and cancellations within the time limits described below. In all cases, changes and cancellations can only happen with DWPAA's written approval. Such changes and cancellations will be subject to the below charges:

8b. Cancellation or absence of Course lasting two days or more, or a Course which contemplates the issuance of participant certificates:

Absence or cancellation 35 days or less before Course start: 100% of the purchase price must be paid.

Cancellation between 36 to 90 days before Course start: 50% of the purchase price must be paid.

Cancellation 91 days or more before Course start: 0% of the purchase price must be paid.

8c. Cancellation or absence of Course lasting one days or less which does not contemplate the issuance of participant certificates:

Absence or cancellation 14 days or less before Course start: 100% of the purchase price must be paid.

Cancellation between 15 to 48 days before Course start: 50% of the purchase price must be paid.

Cancellation 49 days or more before Course start: 0% of the purchase price must be paid.

8d. Change of Course:

Requests for changes to Courses (e.g. contents, location, and/or date) must be submitted to DWPAA as soon as possible. Upon receipt of such request, DWPAA may reject such request, in its sole discretion, or offer to provide a changed Course at a revised purchase price. If the parties are unable to agree, the Course will proceed as originally agreed, unless cancelled pursuant to Section 8.b or 8.c.

8e. External Expenses:

Notwithstanding Section 8b and 8c, external expenses (e.g. travel expenses as provided in Section 10) or expenses to third party subcontractors will be payable or cancelled depending on and to the extent of DWPAA's ability to cancel the same without having to pay the subcontractor, regardless of the notice provided.

9. Cancellation by DWPAA:

DWPAA reserves the right to cancel a Course by two weeks' notice in case of too few registrations or other reasons as DWPAA sees fit. DWPAA is not liable for any losses or costs to customer directly or indirectly caused by the cancellation. Provided, however, that attendance fees will be refunded, unless such Course is rescheduled due to Force Majeure (See Section 15).

10. Travelling, Stay, Food, and Accommodation for Participants:

Expenses for travelling, food, hotel and conference facilities etc. for the participants are not included in the purchase price for the Services. Customer (or the participants sent by customer) must pay food and accommodation costs directly to the hotel/conference center before departure. In the event DWPAA has agreed to and has made reservations for rooms and accommodation for customer in advance of the Course, any change and cancellation fees charged by the hotel/conference center to DWPAA for changes or cancellations taking place later than 90 days prior to the start of the Course will be invoiced to customer at cost, and be immediately due upon receipt. In the event that reservations made by DWPAA on behalf of customer are not settled by customer (or the participant sent by customer) upon checkout, customer shall reimburse DWPAA immediately upon receipt of documentation and demand.

11. Registration:

Registration to Courses is with effect from the date of the receipt of the confirmation of order (for Custom Courses) or the registration form (used for Open Courses). After registration DWPAA forwards 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: DWPAA, 9800 Mount Pyramid Court, Suite 400, Englewood, CO 80112, United States, mail@danishwpa.com.

12. Certificate:

For certified training Courses, participants who have completed the Course will be examined, and if the participant achieves the minimum required pass score he/she will receive a certification by mail after the Course completion. DWPAA reserves the right to withhold the certificate until any outstanding payment due to DWPAA from customer has been paid or settled.

13. Confidentiality:

DWPAA will treat confidential information about customer as to business, technology, finances etc. as confidential. Materials of confidential character belonging to customer will also be treated confidentially. All DWPAA employees are bound to secrecy obligation and have to sign a declaration of confidence when employed by DWPAA.

14. Limitation of Warranties and of Liability:

THE SERVICES AND THE COURSES ARE DELIVERED AND PERFORMED "AS IS WHERE IS" WITH NO EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHER WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN DWPAA'S QUOTE OR ORDER CONFIRMATION.

Customer is aware and represents, covenants, and agrees that its participants in the Course(s) are aware that the participation in certain Courses involve climbing in windmill towers and that falls from or accidents in such windmill towers may result in severe bodily harm or death and that all participation in any Course is at customer's and the participant's own risk.

DWPAA is not liable to customer or participants in Courses for direct or indirect losses, special damages, loss of production, lost earnings or any personal injuries caused by participation in the DWPAA's Courses. Customer agrees to indemnify DWPAA from any such claim from any of customer's participants, except in the event of gross negligence or willful misconduct on the part of DWPAA. In addition, DWPAA cannot be held liable by customer or participants in Courses for any incidental, consequential or special damages arising from any delay or cancellation of its Courses.

Further, customer and customer's participants cannot hold DWPAA liable for similar damages caused by any of the DWPAA's subcontractors. Notwithstanding anything to the contrary herein, DWPAA shall under no circumstances be held liable for damages in excess of the amount paid by customer for the Services.

15. Force Majeure:

DWPAA is not responsible for delays or other failures in performance resulting from events or circumstances beyond that its reasonable control. Such events shall include, without limitation, acts of God, strikes, walkouts, lockouts, riots, acts of war, terrorism, governmental acts or regulations, fire and power failure, and unsafe weather conditions ("Force Majeure"). During such time, DWPAA's obligations to deliver the Services shall be suspended. Thereafter the relevant Courses shall be rescheduled as soon as practically possible.

16. Turbine Documentation:

At least 6 weeks prior to the commencement of a Custom Course, customer must provide DWPAA with the correct technical documentation pertaining to turbine specific training. Such documentation will enable DWPAA to develop and conduct a professional syllabus targeted for the relevant turbines, and will enable proper observance of intellectual property rights of customer or third parties. Upon completion of the Course DWPAA will return the aforementioned 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 of the intellectual property rights.

17. Governing Law, Disputes, and Waiver of Jury Trial:

These Terms (including these Terms & Conditions) and all disputes arising out of or in relation to the Terms, any purchase order, purchase confirmation, or other agreement or contractual document exchanged among DWPAA and customer, or any Services sold or delivered pursuant to the same, shall be governed by [\[New York\]](#)/[\[Colorado\]](#) law.

Each of DWPAA and customer, (i) submits to the exclusive jurisdiction of the state and federal courts sitting in [\[New York County, New York City, in the State of New York, U.S.A.\]](#)/[\[Arapahoe County, in the State of Colorado, U.S.A.\]](#) with respect to actions or proceedings arising out of or relating to the Terms (including these Terms & Conditions), any purchase order, purchase confirmation, or other agreement or contractual document exchanged among DWPAA and customer, or any Services sold or delivered pursuant to the same, (ii) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, (iii) agrees not to bring any action or proceeding arising out of or relating to the same in any other court; and (iv) agrees that any final judgment or decree entered by such court shall be entitled to full faith and credit for purposes of collection and enforcement whenever the party against whom a judgment decree is entered,

without regard to where such party may be found. Each party waives any defense of lack of personal jurisdiction or inconvenient forum to the maintenance of any action or proceeding so brought and also waives any and all defenses to enforcement, including, but not limited to, any objection that a final judgment or decree may have been entered in absentia or by default, or that enforcement or collection is contrary to local custom, law, rule or policy. Notwithstanding the foregoing, DWPAA may initiate proceedings against customer at any state or federal court having matter jurisdiction and venue at any location where customer has an office or a residence or where customer is incorporated or similarly formed and registered

EACH OF PARTIES HERETO, ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS, AND AFFILIATES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE TERMS (INCLUDING THESE TERMS & CONDITIONS), ANY PURCHASE ORDER, PURCHASE CONFIRMATION, OR OTHER AGREEMENT OR CONTRACTUAL DOCUMENT EXCHANGED AMONG DWPAA AND CUSTOMER.

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