



September 2015

General Terms and Conditions for Training Services provided by Avanti Wind Systems A/S

1. Introduction

- 1.1. These General Terms and Conditions shall apply for all training service agreements entered into by and between the customer and Avanti.
- 1.2. The nature and scope of the training services to be provided by Avanti are set out in detail in the specific description of the services described on the Avanti website.
- 1.3. Avanti is responsible only for providing the training, not for the success or the outcome of the training.
- 1.4. All training events will be held in English and or local language and the course materials will always be handed out in English, unless otherwise agreed.

2. Registration

- 2.1. The customer shall register the participants in writing supplying the following data: name of the participant; e-mail address; company name, company address and contact information; PO or credit card details.
- 2.2. Customer's registration will be acknowledged in writing via e-mail after registration, provided that all necessary information is complete and transmitted by the customer. The acknowledgement contains details on the training program, the venue for the training and other relevant information.
- 2.3. If the classroom training on the date requested has already been fully booked, Avanti will propose an alternative date for participation.

3. Prerequisites for attendance

- 3.1. Participants must be above 18 years of age and in case of GWO training, participants have to show valid ID with picture.
- 3.2. In case of on-site classroom training, the participant should be able to show a personal valid wind industrial recognized certificate of "Manual Handling"; "Fire Awareness"; "First Aid" and "Working at Heights".
- 3.3. It is not allowed for participants to attend the training if participant is impacted by influence of alcohol, drugs or similar.
- 3.4. In case of on-site training in functioning wind turbine, participants should be fully equipped with their own Personal Fall Protective Equipment (PFPE).
- 3.5. Participants must attend a mandatory security briefing before the start of training. If the training activity requires, participants shall also complete a medical self-assessment. The Medical Self-Assessment may not induce doubts about delegates' physical fitness in participation. Unless otherwise stated in the specific training program, the participants must wear suitable working clothing and safety footwear, suitable for the wind turbine environment. Participants are expected to be able to understand the course language agreed. Participants who do not satisfy these requirements may be barred from the training activities.

4. Certification

- 4.1. Avanti will issue an attendance certificate after training payment and participation has been registered. The validity of the certificate will be noted on the certificate. A certificate will be issued only if the participant has taken part in the training activities 100% and has successfully completed the training.
- 4.2. The training does not allow the customer to train other parties or further employees, unless special agreement is made between customer and Avanti. Only employees trained directly by Avanti trainers are considered as properly trained and authorized use the certificate received after the training.

5. Changes and cancellation

- 5.1. The customer may cancel the booking for registered participants in writing free of charge up to thirty-one (31) calendar days prior to the start date of the training.
- 5.2. Cancellation up to seven (7) days before the start date of the training will be charged 50% according to the price list applied at the start date of the training.
- 5.3. Cancellation in less than seven (7) days prior to the training, or non-appearance of a registered participant at the training event, will be charged 100% according to the price confirmed when training was ordered.
- 5.4. Customer may request to replace one participant with another no longer than seven (7) days before the start date of the training.
- 5.5. Cancellation from Avanti Wind Systems side: up to two weeks prior to course: Avanti is obliged to agree with customer on a new training date. There is no fee.
- 5.6. Cancellation from Avanti Wind Systems side: less than two weeks prior to course date: Avanti is obliged to agree with customer on a new training date. Customer will be credited a fee of € 150.

6. Fees and payment

- 6.1. Incidental expenses, e.g. for travel and overnight accommodation, are not included in the fee and must be borne by the customer.
- 6.2. The amount of the fee, especially for specifically customer-tailored training, shall be as set out in Avanti's offer or, if no specific offer is presented, as specified in the current Avanti Price List for Training Courses stated on the Avanti website.
- 6.3. Invoices shall be paid within in 30 days counted from the end of the current month.

7. Materials and copyright

- 7.1. The course materials may not be reproduced or utilized for unauthorized purposes, nor forwarded nor disclosed to third parties without Avanti's prior written consent.

8. Travel

- 8.1. The participants' daily travel to and from the venue for the training is not included in the scope of services and must be organized by the participants themselves.
- 8.2. In case of required travel and accommodation of the instructor, the cost should be carried out by the customer. These additional costs are not included in the initial training offer.

9. Data privacy

- 9.1. The parties shall observe all statutory regulations governing the protection of personal data. The customer declares that it has satisfied all prescribed statutory prerequisites (e.g. by obtaining declarations of consent) for Avanti to be able to perform the agreed services without breaching any pertinent legislation.

10. Applicable law

- 10.1. All disputes that may arise out of or in connection with the training or these General Terms and Conditions and all agreements entered into in accordance herewith shall be settled in Denmark according to Danish law.