

General Terms and Conditions for Wind Service Training Center Orlando

1. General

1.1 These General Terms and Conditions shall apply to all training events provided by Siemens Gamesa Renewable Energy, Inc. ("SGRE") at the Wind Service Training Center located at 7415 Emerald Dunes Drive, Orlando and, by registering for any training event, the registrant agrees to be bound by same ("Registrant"). SGRE and Registrant may hereinafter individually be referred to as a "Party" and collectively as "Parties". Registrant understands and agrees that it is only authorized to register direct employees of the Registrant as participants for any training event.

1.2 The nature and scope of the training services to be provided by SGRE are set out in detail in the specific description of the services in the acknowledgement described in Section 4.1.

1.3 SGRE is responsible only for providing the training not for the success or the outcome of the training, in practice or in theory.

1.4 The documents governing the provision of training services as described herein consist of SGRE acknowledgement pursuant to Section 4.1 and these General Terms and Conditions. These documents are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- SGRE acknowledgment,
- These General Terms and Conditions.

2. Prerequisites for attendance & Attendance certificate

2.1 Before the start of each training event, the participants must attend a mandatory security briefing. Unless otherwise stated in the specific training program, the participants must wear suitable working clothing (as described in Section 8.3) and must be able to understand the course language. Participants who do not satisfy these requirements may be barred from the training

activities and SGRE shall not refund the fee for the training event.

2.2 All personnel participating in Basic Safety Training shall be medically fit and capable of fully participating.

Participants must sign a statement stating that they are medically fit to participate in the safety training and that they are not under the influence of any illegal narcotic substance, alcohol or medication that may create a safety risk for the participant or others.

Participant's signatures shall be collected prior to the start of the safety training course.

2.3 Participants that cannot provide proof of completing the required medical exam but do sign the GWO-Medical statement will be allowed to complete training but a letter will be sent to Registrant stating that the participant does not meet the minimum standard of PRO-15833 to work in a wind turbine tower.

2.4 The Personal Protective Equipment (PPE) is designed with a weight limit of 310 lb. this includes PPE and personal body weight in total. The PPE itself has a weight of approx. 45 lbs. Therefore participants must not exceed a personal body weight of 265 lb.

2.5 Participants must obey all applicable safety and accident prevention regulations and follow the orders of the course instructor. Failure to do so or disruption of the training event may lead to the participant being expelled from the event without any refund of the associated fee.

2.6 SGRE will issue an attendance certificate at the end of the training event. 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 course. The certificate is an indication that the participant successfully completed the training event but does not constitute or create any type of endorsement or guarantee by SGRE of performance or competency of the participant in performing the subject skills.

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3. Registration

- 3.1 The Registrant shall register the participants in writing and supply the following data:

For Registrants not employed by SGRE:

- Participant's full legal name, meaning full name as it appears on the participant's passport, and
- Full address of company and other references for invoicing.

For Registrants employed by SGRE:

- Participant's full legal name, meaning full name as it appears on participant's passport,
- GID number,
- Purchase order, and
- Product courses: correct prerequisite list.

4. Acknowledgement of Registration

- 4.1 SGRE will acknowledge the Registrant's registration in writing, provided that all the required information is complete and transmitted by the Registrant as stated in Section 3. The acknowledgement contains details on the training event, the venue for the training event, the dates of the event, and other relevant information.
- 4.2 If the training event on the date requested has already been fully booked, SGRE will suggest an alternative date for participation. The alternative date is offered, and will only be booked when the request is registered according to the procedure described in Section 3.

5. Changes and cancellation by the participant

- 5.1 The Registrant must cancel the booking for registered participants in writing. The calendar days indicated below in this Section are counted from the day when SGRE receives the written cancellation from Registrant.
- (i) Cancellation 30 calendar days or less prior to the first day of the course or no show is subject to payment of 100% of the course fee.

- (ii) Cancellation 31 calendar days or more prior to the first day of the course is free of charge.

5.2 After cancellation, SGRE may offer the Registrant the next available place at an identical training event on another date.

5.3 The Registrant may designate substitutes from its own ranks for registered participants not later than five (5) working days prior to the scheduled start of the training event.

6. Changes and cancellation by SGRE

6.1 SGRE reserves the right to change the venue for the training event, to postpone or cancel training events, or to designate another instructor on the same day for cause (e.g., if there are not enough participants, a force majeure event occurs, instructor is ill or otherwise unable to teach, or for any other reasons beyond SGRE's control).

6.2 The Registrant will be informed promptly about any change or cancellation. SGRE may offer an alternative date as provided for in Section 5.2 if the training event is cancelled, in which case the registration may be changed to the new date without any additional charge. If no substitute training event is offered and if no rescheduling of the training event is possible after cancellation of the originally scheduled training event for the above reasons, no course fee will be charged. SGRE shall not be liable and the Registrant shall have no right to claim for indemnification of expenses (e.g., for travel or transportation costs) or damages incurred by Registrant in connection with a change to or cancellation of a training event by SGRE.

6.3 SGRE reserves the right to make reasonable changes to the content of the training events to ensure that the purpose of the training is achieved and to reflect current training needs and standards. Some details of the actual content may therefore differ from the description of the training event in associated materials. Registrant waives any claims arising out of such changes.

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7. Fees and payment

- 7.1 The amount of the fee shall be as set forth in SGRE's offer provided to the Registrant or, if no specific offer is presented, as specified in the current SGRE Price List for Training Courses. The stated prices are subject to the applicable value added tax (sales tax).
- 7.2 Incidental expenses (e.g., for travel and overnight accommodation) are not included in the fee for the training event and must be borne by the Registrant.
- 7.3 Invoices from SGRE are due to be paid without deduction within ten (10) business days of the date of the invoice, unless otherwise agreed in writing between the Registrant and SGRE.

8. Materials and copyright, travel

- 8.1 The participants' daily travel to and from the venue for the training event is not included in the scope of services and must be organized by the participants themselves.
- 8.2 The course materials and methods may not be reproduced or utilized for unauthorized purposes, nor forwarded nor disclosed to third parties without SGRE's prior written consent. If any software is made available during the training event, it may not be taken or removed from the training site, copied or otherwise made usable in any unauthorized manner. SGRE shall retain all intellectual property rights to the course papers and /or any other documents made by (or on behalf of) SGRE, products, tuition aids and any software used and to all information conveyed by word of mouth.
- 8.3 On the first day of the training event SGRE will provide the participants with notepaper, writing material and a safety belt for use during the event. Participants must bring and wear safety shoes (steel-toe boots) and a hard hat. Each participant will be given one copy of the course papers, unless otherwise agreed.

9. Limitations of Liability and Insurance

- 9.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NONE OF SGRE NOR ANY SGRE'S AFFILIATE OR ITS OR THEIR EMPLOYEES, AGENTS, OR

REPRESENTATIVES, SHALL BE LIABLE UNDER ANY THEORY OF RECOVERY WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, MORAL, INDIRECT OR INCIDENTAL LOSSES OR DAMAGES WHATSOEVER OR LOSS OF USE, LOSS OF PRODUCTION, COST OF CAPITAL, LOSS OF GOODWILL, LOSS OF INTEREST, LOSS OF OPPORTUNITY, LOSS OF REVENUES OR PROFIT OR THE LOSS OF USE THEREOF, AND REGISTRANT HEREBY RELEASES THE PARTIES NAMED ABOVE FROM ANY SUCH LIABILITY.

- 9.2 THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT BY SGRE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF SGRE OR ANY SGRE'S AFFILIATE OR ITS OR THEIR EMPLOYEES, AGENTS OR REPRESENTATIVES, UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL FEE PAID TO SGRE FOR THE APPLICABLE TRAINING COURSE.

- 9.3 This Section 9.3 only applies to Registrants who are not SGRE or affiliates of SGRE. All individual participants registered by Registrant shall participate in the training events at their own risk. SGRE assumes no responsibility for bodily injury or death of any participants registered by Registrant that may occur during training events. All participants registered by Registrant will be required to sign a waiver prior to the start of the training event or such participant will not be permitted to participate in the training event and no refund shall be provided for the associated fee for such training event.

- 9.4 This Section 9.4 only applies to Registrants who are not SGRE or affiliates of SGRE. At the time of registration of any participant and continuing through

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the end of the training event, Registrant acknowledges and agrees that it has and will maintain insurance with an *A.M. Best's* rating of A-/VII at least as follows: worker's compensation in the statutorily required amount; employer's liability of \$1,000,000 each accident and in the aggregate and \$1,000,000 disease each employee; business automobile liability, comprehensive form covering owned, non-owned, and hired automobiles of \$1,000,000 combined single limit; commercial general liability, including bodily injury, property damage, contractual, and personal injury liability of \$5,000,000 per occurrence and in the aggregate. With respect to Registrant's insurance described in this Section 9.4, Registrant shall name SGRE and its affiliates as additional insured. The limits set forth above may be satisfied by any combination of primary or excess liability policies. The insurance policies required by Section 9.4 shall state that they are primary to any insurance carried by SGRE and shall contain a separation of insureds clause. Registrant shall waive subrogation on all insurance policies carried by Registrant. If any such waiver of subrogation is not obtained by Registrant, Registrant shall defend, indemnify, and hold SGRE and its affiliates harmless in and from any claim or proceeding by Registrant's insurer(s) seeking subrogation that should have been waived.

9.5 Registrant shall require that its insurers release and waive all rights of subrogation against SGRE and its affiliates and such policies shall include SGRE as additional insured to the extent that bodily injury, death and third party property damage is caused by the negligent acts or omissions of SGRE.

10. Confidentiality, subcontracting

10.1 The Parties shall use all documents, information and data they receive that are designated as confidential only for fulfillment of the purposes contemplated herein. Unless and to the extent that they are not in the public domain, the Parties shall treat the aforesaid documents and information as confidential and not disclose them to any third parties. These obligations shall remain in force even after termination of this agreement.

10.2 SGRE may subcontract any or all of the training services at SGRE's sole discretion

11. Data privacy

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

12. Export compliance, severability, amendments

12.1 Registrant acknowledges that SGRE is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of products and information provided in the performance of the services, including any export/import license requirements. Registrant agrees that any goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations. SGRE's fulfillment of its obligations under these terms and conditions is conditioned upon compliance with any export/import laws and regulations at all times and subject to the proviso that there are no impediments thereto on the grounds of national or international foreign trade regulations and that the content of this order agreement is not subject to any embargos and/or other sanctions.

12.2 SGRE may assign its rights and duties under these terms and conditions to a third party or an affiliate without the consent of the Registrant.

12.3 Amendments or modifications to these terms and conditions may be made in writing only.

12.4 This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and commitments with respect thereto. There are no other understandings, oral or written,

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nor other terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

12.5 If any of the provisions of these General Terms and Conditions should be or become ineffective or void, the remaining provisions shall remain effective.

12.6 This Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other person or entity.

13. Applicable law, legal venue

13.1 These terms and conditions shall be governed by and construed in accordance with the laws of the State of Florida, other than any provision thereof with respect to choice or conflicts of law.

13.2 REGISTRANT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LAWSUIT OR JUDICIAL PROCEEDING ARISING UNDER OR RELATING TO THESE TERMS AND CONDITIONS.