

GENERAL TERMS AND CONDITIONS

1. APPLICATION

1.1. These general terms and conditions ("Terms") shall apply on sale of products ("Products") from Mija Windpower ApS ("Supplier") to its customers ("Customer"), unless deviations from or modifications to these Terms have been expressly agreed upon in writing and it can be established that it was intended to deviate from these Terms. Supplier's employees are not entitled to enter into oral agreements beyond or in conflict with these Terms.

1.2. Customer and Supplier are jointly referred to as the ("Parties") and individually as a ("Party").

2. ABOUT MIJA WINDPOWER APS

2.1. Mija Windpower ApS has business registration number (CVR-no.) 29519196 and is located at Knakkervej 30, Vandborg, 7620 Lemvig. Mija Windpower ApS operate its business, among other places, from the webpage <http://mijawindpower.com/> and has the following e-mail address: Sales@mijawindpower.com

3. TECHNICAL INFORMATION, INSTRUCTIONS ETC.

3.1. Product information, illustrations, specifications and technical data in brochures, data-magazines, presentations on the Webpage or other places are for guidance only and Supplier reserves its right to deliver the Product as it is on the time of delivery. Delivery is defined in clause 6.1. Supplier is not liable for any errors or information in material regarding the Product prepared by the producers/suppliers.

3.2. Information from Supplier is only legally binding on the part of Supplier if such information is expressly stated as a warranty in the agreement between the parties, cf. clause 5. Customer is responsible for the selection of the relevant Product and that the Product meets Customer's requirements.

4. CHANGES

4.1. The Product may at the sole discretion of Supplier be subject to changes from time to time, provided that such changes do not materially change the technical specification, size or function of the Product. Such changes may oc-

cur without notice, however Supplier will use reasonable efforts to notify Customer in advance.

5. FORMATION OF CONTRACT

5.1. An order can be placed by e-mail or telephone. Customer is legally bound by the order and these Terms, regardless of the way the order is placed.

5.2. Supplier is not bound by Customers order unless and until Supplier has confirmed the order by a legally binding and written order confirmation. A binding agreement is deemed to exist between Customer and Supplier once Supplier has sent the order confirmation ("Order Confirmation") to Customer.

5.3. Unless otherwise specified, an offer made by Supplier shall be binding for 30 days from the date of offer. Offers shall be subject to Products remaining unsold.

5.4. In the event of conflict between Supplier's Order Confirmation and Customer's order, Customer shall when becoming aware hereof without undue delay inform Supplier in writing of the discrepancy. Otherwise, Customer shall be bound by the Order Confirmation.

6. DELIVERY

6.1. Unless otherwise agreed, delivery of the Product shall be EX WORKS (cf. Incoterms 2010) from the business address of Supplier or from another address designated by Supplier in the Order Confirmation ("Delivery").

6.2. Supplier shall arrange for transportation of the Product in accordance with Customers instructions to the address

designated by Customer. In the event that Supplier for any reason is prevented from arranging transportation of the Product in accordance with Customers instructions Supplier is entitled to use another transport method designated by Supplier, provided that the shipping services is a recognized shipping service e.g. national postal service or courier service.

6.3. Any time of Delivery communicated by Supplier is estimated on best effort only and not binding for Supplier, unless the Order Confirmation explicitly specifies a fixed time of Delivery. In case of explicitly agreed time of Delivery Supplier shall be entitled to extend such Delivery time with up to 10 business days from expiry of the fixed time of Delivery.

6.4. If Delivery cannot be completed due to circumstances that lie with Customer, the Product shall be stored at Supplier's or a third party's address at Customer's expenses and risk.

7. PACKING

7.1. Unless otherwise stated in the Order Confirmation, disposable packing material used to protect the Product is included in the price stated in the Order Confirmation and will not be reimbursed if Customer returns the Product. Reusable packing material is not included in the price stated in the Order Confirmation and will be reimbursed if Customer returns the Product in accordance with Supplier's instructions.

8. PRICES

- 8.1. Delivery of the Product shall take place in accordance with the prices stated by Supplier and which are in force at the time Customer receives the Order Confirmation. Supplier may change the prices on an ongoing basis, as far as the changes do not encompass already ordered Products. Supplier may e.g. change the price to compensate for any change in currency, price changes from subcontractors, increased cost of raw material, force majeure or any other similar events.
- 8.2. Unless otherwise agreed, the prices are stated exclusive of VAT. Customer shall be responsible for any withholding taxes or other taxes and duties.
- 8.3. Discounts granted to Customer shall not apply if payment is not made timely, cf. clause 9.

9. Payment

- 9.1. Payment shall be made in accordance with the Order Confirmation or invoice sent by Supplier. Unless otherwise set out in the Order Confirmation or the invoice the payment shall be due at the time of Delivery and the last day of timely payment is stated in the invoice.
- 9.2. For large or special orders, such as large components, Customer shall pay 90 percent of the invoice within 3 days from Customer's receipt of the invoice.
- 9.3. Supplier is entitled to check out Customer's financial status and obtain information about employees of Customer authorized to purchase on behalf of Customer.

9.4. Supplier is entitled to interest on overdue payments in accordance with applicable law.

9.5. If the purchase price is not paid when it is all due, Supplier shall be entitled to withhold any other ordered - but still not delivered - Products from Customer. Furthermore, Supplier shall be entitled to prevent handing over of already delivered Products and to annul existing offers and/or order confirmations until Customer has paid the purchase price including accrued interest. Supplier shall - regardless of any other terms of payment agreed on earlier - in case of delay with payment of the purchase price be entitled to make future Delivery of Products conditional on cash payment or other appropriate guarantee from Customer.

9.6. Time of payment is not affected if Delivery is postponed due to circumstances that lie with Customer.

9.7. Customer shall not be entitled to offset claims in the purchase price arising from other contractual relationships. Customer has no right to retention or right to refuse payment due to delay of Delivery, claims or counterclaims regarding the order.

10. RETENTION OF TITLE

10.1. Any Product or part thereof, are sold subject to retention of title (in Danish: "Ejendomsforbehold").

10.2. The retention of title shall remain in force until Customer has paid the total remuneration for the Product including any applicable interest, costs and expenses associated with the Product.

10.3. Customer is obliged to store the Product secure and segregated until full payment (expiry of retention of title) to Supplier, so that the Product can be identified as the property of Supplier.

11. DEFECTS

11.1. Customer shall immediately after receiving the Product carry out the necessary examination of the Product, including conducting a check for defects of the Product. Any notice of defect of the Product shall be made in writing immediately and no event later than eight (8) days after the defect is or should have been discovered and Customer must state the nature of and describe the defect and including a copy of the invoice. If Customer has discovered or should have discovered the defect and does not give notice hereof, Customer has waived any rights in this respect.

11.2. Customer shall in any event be precluded from notifying defects of the Products later than twelve (12) months after receiving the Product.

11.3. Customer's notice of defect to Supplier shall not exempt Customer from paying the invoice on the agreed due date.

11.4. If Customer discovers a defect, Customer shall return the Product to Supplier at Customer's expense and risk cf. clause 12.

11.5. Defects may at the sole discretion of Supplier be remedied by remediation or replacement, provided that the remediation or replacement can be completed within 60 days from the time at which Supplier received the notice from Customer.

11.6. Any defect parts of the Product replaced due to Supplier's remedied of the Product belongs to Supplier.

11.7. If a defect is remedied, Customer shall not make any claims based on the defect, including proportional reduction or compensation.

11.8. In the event that Supplier finds that the Product does not have any defects, Customer shall pay for the time spent by Supplier on examining the Product in accordance with Supplier's pricelist applicable from time to time. The Product shall be returned to Customer at Customer's expense and risk.

12. RETURN OF PRODUCTS

12.1. Return of Products is subject to prior written agreement. Customer shall pay all costs related to an agreed return of Products, including costs related to shipment, which takes place at Customer's risk. The risk shall vest with Customer until Supplier in writing has confirmed receipt of the returned Products without defects.

12.2. Customer shall pay all costs, including shipment cost etc. related to return of the Product and hold Supplier harmless from any such costs.

12.3. When returning Products Customer shall always follow Supplier's current procedure for return of products.

13. PERMITS AND APPROVALS

13.1. Customer is solely responsible for at its own costs to collect any required permit, approval or other consent from any relevant authority in relation to the transport, installation and use of the Product.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. All intellectual property rights in and to the Product remains the property of Supplier.
- 14.2. If the Product contains any software Customer is granted a perpetual, transferable, non-exclusive license to use the software only for the purposes described in the product description.

15. WARRANTIES

- 15.1. Supplier offers no warranties. Supplier shall, to the extent permitted, pass through to Customer such warranties as are provided to Supplier by manufacturers, but Supplier shall not undertake any independent liability with regard to such warranties. Customer shall therefore not be entitled to raise such claims against Supplier, but solely against the manufacturer.

16. PRODUCT LIABILITY

- 16.1. Supplier shall only be liable for defects in the Products pursuant to the mandatory provisions of the Danish Product Liability Act. Supplier shall disclaim any other kind of liability for damages or injury caused by a defective product on any other basis. Customer shall immediately notify Supplier of any damage or injury caused by a defective Supplier Product or any risk of such damage or injury.
- 16.2. To the extend Supplier are to be imposed liability in relation to a third party Customer shall be obliged to hold Supplier harmless to the same degree as Supplier's liability is limited pursuant to this clause. The Parties are in this relation obliged to accept the venue where

the third party has chosen to file the case.

17. LIMITATION OF LIABILITY

- 17.1. In no event and no matter the circumstances shall Supplier be liable for any loss of anticipated profit or any indirect, special, incidental or consequential damages or loss (including the loss of goodwill, or loss as a consequence of any kind of business interruption) arising out of or in connection with the Product, in case of the use or performance of the Product, even if Supplier was advised of the possibility of such losses.
- 17.2. Supplier shall have no responsibility or liability for any adjustments or other modifications in the Product, or any service and support of the Product, or any use of the Product performed by Customer itself or third parties. Further, Supplier shall have no responsibility or liability for any defects which are a consequence of external factors.
- 17.3. Supplier does not assume any responsibility or liability for the Product other than what has been explicitly set out in the Order Confirmation. Any warranties, representations, guarantees or conditions whether express or implied are excluded to the fullest extent permitted by law. This means that e.g. warranties of merchantability, non-infringement, fitness for a particular purpose, information on weight, dimension, capacity or other technical data, descriptions, prospects etc. are excluded unless otherwise explicitly stated in the Order Confirmation.
- 17.4. In any and all event, no matter the circumstances, Supplier's total agree-

gate liability for any and all losses or damages arising out of or in connection with the Product or the use of the Product shall not exceed the price stated in the Order Confirmation exclusive of VAT for the part of the Product having given rise to the claim.

18. CONFIDENTIALITY

18.1. Each Party shall observe complete confidentiality regarding any information and documentation etc. about the other Party in every respect as obtained in relation to the Product.

18.2. Irrespective of clause 18.1, a Party is permitted to disclose confidential information to its representatives, including legal advisors, consultant etc. if such disclosure is strictly necessary in order to perform their roles or professional functionality in relation to these Terms or the Product. A Party may further disclose confidential information to the extent that it is required to do so by mandatory law or regulation, or by an enforceable order of a court or public authority acting within the scope of its powers.

18.3. Supplier shall be entitled to state Customer as reference and to include the name of Customer on its list of references.

19. FORCE MAJEURE

Neither Party shall be held liable for any damage sustained by the other Party as a direct or indirect consequence of the non-performing Party being delayed, prevented or hindered in the performance of its obligations in relation to these Terms as a result of a force majeure situation. Force majeure

situations include war and mobilization, catastrophes of nature, strikes, lock-out, fire, damage to production plant, import and export regulations and other unforeseeable circumstances beyond the control of the Party concerned.

20. VALIDITY AND SEVERABILITY

20.1. If any provision in these Terms is held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such provision shall not affect the legality and validity of the other provisions.

21. GOVERNING LAW AND DISPUTE RESOLUTION

21.1. Any dispute that might arise between Supplier and Customer in relation to these Terms and the Product shall be settled in accordance with and be governed by the substantive laws of Denmark, except for (1) Danish International Private Law principles leading to the application of other law than Danish law and (2) the United Nations Convention on Contracts for the International Sale of Goods.

21.2. If a dispute is not resolved by prior negotiation or mediation, if used, between the Parties, the dispute shall be referred to arbitration under the rules of the International Chamber of Commerce in Copenhagen. The arbitration language shall be English.