

General Terms and Conditions of Deutsche WindGuard Wind Tunnel Services GmbH applicable for calibration services

Version 01/2010

1 General

1.1 The Deutsche WindGuard Wind Tunnel Services GmbH is an accredited calibration laboratory according to DKD (German Accreditation Body), PTB (German Institute of Standards and Technology) and DIN EN ISO/IEC 17025:2005, for the service of anemometer calibration.

1.2 The Deutsche WindGuard Wind Tunnel Services GmbH provides calibration services to their customers on wind speed measuring devices, exclusively in compliance with the terms mentioned hereafter:

1.3 The calibration procedure is in accordance with IEC61400-12-1

1.4 Terms and Conditions by the customer of contrary content to this document are hereby excluded

1.5 The General Terms and Conditions of Deutsche WindGuard Wind Tunnel Services GmbH for calibration services is herewith disclosed through the publication of its contents via the internet: <http://www.windguard.de>

2 Order

2.1 Orders for the assignment of calibration services have to be submitted in written form to Deutsche WindGuard Wind Tunnel Services GmbH

2.2 The customer may obtain an order confirmation in writing after the receipt of order upon request.

Modifications and amendments relating to the services assigned have to be confirmed in writing.

3 Costs

3.1 The price charged for the calibration service is based upon the prearranged agreement.

Additional expenditures will be charged separately. Deutsche WindGuard Wind Tunnel Services GmbH is furthermore entitled to charge possible overdue fines.

3.2 The customer may only use the calibration results after the complete payment of the invoice in accordance to the contractual intention is completed.

4 Transport of the items calibrated

4.1 The fees for transport, customs clearance and packing of the items calibrated will be charged to the customer's expense

4.2 The transportation of the items calibrated, is by means of freight collect and all items will be insured by transport insurance unless other terms have been agreed upon.

4.3 The transport of individual items will be accomplished through a parcel transport company. Large quantities will be shipped by means of a freight forwarding company.

4.4 The return shipment is carried out in the same packing as was used for sending the shipment unless other terms have been agreed upon. Additional material for packing will be charged separately.

5 Performance reports

The calibration certificates shall not be published or duplicated in extracts without the written permission of Deutsche WindGuard Wind Tunnel Services GmbH.

6 Revokement of performance reports

Deutsche WindGuard Wind Tunnel Services GmbH is entitled to revoke or annul issued performance reports if the requirements for the issuing of the performance are no longer applicable.

7 Confidentiality

Confidential information as well as company- and business secrets will be treated confidential and will only be passed on to third parties with the written affirmation of the customer. This is not true for facts that are obvious or non-detectable since no concealment is required or a disclosure is requirement by law.

All employees of Deutsche WindGuard GmbH are legally sworn to secrecy.

8 Other

8.1 The particular contractual relations between principal and agent are explicitly covered by the law of the Federal Republic of Germany. Court of jurisdiction is Oldenburg, Germany.

8.2 If individual clauses within these Terms and Conditions are invalid will not influence the effectness of the remaining clauses.