

GENERAL TERMS AND CONDITIONS OF SALE

WINDTREE

by NEW WORLD WIND

ARTICLE 1. APPLICATION AND OPPOSABILITY

These General Terms and Conditions of Sale ("GTCS") are routinely addressed or delivered to each Buyer ("Buyer") of WINDTREE ("Product") to enable them to place an order.

The GTCS apply to all orders unless otherwise stipulated in a written agreement.

Consequently, placing an order and using the Product implies the Buyer's full and unreserved acceptance of the GTCS, the terms of which cancel any contrary or inconsistent provisions emanating from the Buyer.

Any other document than the GTCS that might be handed over by a representative of NEW WORLD WIND to the Buyer and in particular catalogues, prospectuses, instructions, will have only informative, indicative and not contractual value.

The fact that NEW WORLD WIND does not enforce the GTCS, at any given time, may not be interpreted as a waiver of the right to enforce any of the said conditions, at a later date.

If any of the provisions of the GTCS is considered invalid, unlawful or unenforceable, in particular under the law of a foreign country, the validity, legality and enforceability of all other provisions shall in no way be affected or altered.

ARTICLE 2. INTELLECTUAL PROPERTY

All technical documents (studies, drawings, diagrams, etc.) given to the Buyer remain the exclusive property of NEW WORLD WIND, the sole owner of the intellectual property rights in these documents.

The Buyer agrees not to disclose such materials (or the information contained therein) to third parties or to use them for purposes other than those for which they were provided without the prior written consent of NEW WORLD WIND.

ARTICLE 3. ORDERS

At the request of the Buyer, NEW WORLD WIND shall provide an offer containing, in particular, a technical and commercial offer and the unit price scale of the Product ("Offer").

"Order" means the Offer signed by the Buyer, accompanied by the payment of the deposit set out in the Offer and accepted by a written confirmation from NEW WORLD WIND. An invoice will be issued by NEW WORLD WIND for payment of the deposit.

The Order constitutes the special conditions that modify and / or complete the GTCS. They constitute all the contractual provisions binding NEW WORLD WIND to the Buyer.

The sale is deemed concluded on the date of acceptance by NEW WORLD WIND and after receipt of the deposit.

NEW WORLD WIND reserves the right to cancel, without compensation for the Buyer, all or part of the Order in case of an event of force majeure likely to reduce, suspend or discontinue manufacture and/or transport of the Product or to prevent the normal performance of the contract, such as: total or partial strike, material accidents at suppliers, carriers, etc.

Orders sent to NEW WORLD WIND are irrevocable by the Buyer. All deposits paid are retained by NEW WORLD WIND bar rejection or cancellation of orders by NEW WORLD WIND, except in case of force majeure.

ARTICLE 4. PRICE

The applicable prices are those in force on the date of the drafting of the Offer and appearing on it.

NEW WORLD WIND may modify their prices at any time, in the event of significant fluctuations in the material prices used in the manufacture of the Tree.

Any request for modification of an Order will be the subject of an additional Offer, indicating the price then in force on the date of issue of the additional Offer.

Unless otherwise stated, prices are set excluding taxes. The costs of transport, installation, duties and taxes, as indicated in the Offer, will be invoiced in addition to the price of the Product. The applicable duties and taxes are those in effect on the day of invoicing.

No discount will be given for advance payment.

ARTICLE 5. INVOICING, PAYMENT TERMS, LATE FEES

For each commissioning, NEW WORLD WIND delivers to the Buyer an invoice established in accordance with the provisions of Article L.441 - 3 of the French Commercial Code.

Unless otherwise stipulated, invoices are payable thirty (30) days from the date of issue of the invoice. Only payments by cheque cashable in France and issued by a French bank or bank transfer are accepted.

The Buyer must pay a deposit of 40% of the total value of the offer in order to constitute the Order. The balance, 60%, will be payable upon signature of the PTU certificate.

Only the actual receipt of the funds will be considered as full payment within the meaning of the GTCS.

In accordance with article L 441-6 of the French Commercial Code, any sum not paid by the Buyer at maturity results in the application of penalties for delay equal to three times the legal interest rate. This rate shall be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10%, in addition to the application of a lump-sum for recovery costs of € 40 (01.01.2017) and the reimbursement of all costs incurred in recovering the debt. Penalties for late payment are due by law and without a reminder being required on the day following the settlement date shown on the invoice.

ARTICLE 6. DELIVERY, RISK

"Delivery" means the delivery of the Product to the site of installation.

The Buyer agrees to personally ensure, under their sole responsibility, that the site is ready for the delivery, storage and installation, and to be in possession of all necessary administrative authorizations for the installation of the Product.

If the Buyer fails to comply with such obligations, the estimated timetable may be delayed, without prejudice to damages which may be claimed by NEW WORLD WIND.

The Product is delivered together with all the technical documents necessary for their use. The Buyer undertakes to take note of these and to observe the instructions and vouches for the respect of these instructions by their employees and/or agents.

TRANSFER OF RISKS TAKES PLACE ON THE DAY OF SIGNATURE OF THE PTU CERTIFICATE. FROM THAT DATE THE BUYER IS CONSTITUTED DEPOSITARY AND GUARDIAN OF THE PRODUCT(S), EXCEPT MADE OF THE WARRANTY AND LIABILITY OF NEW WORLD WIND PROVIDED IN ARTICLE 9.

Confiscation or total or partial destruction of the Product prior to the signing of the commissioning will in no case relieve the Buyer from their obligation to pay the purchase price.

ARTICLE 7. ACCEPTANCE OF WORK, COMMISSIONING

"Commissioning" means the switching on of the Product recorded by the signature of the PTU certificate.

In the event that the Commissioning cannot be carried out due to the Buyer's fault, the signature of the PTU certificate will be owed to NEW WORLD WIND. If necessary, claims on Product failures must be made in writing by the Buyer within 5 working days after the signature of the PTU certificate of the Product. No reservation will be taken into account if they are made after that period.

It is the responsibility of the Buyer to provide all the justifications as to the actual defects or malfunctions found. NEW WORLD WIND reserves the right to conduct, directly or indirectly, any on-site observations and verifications.

No return of goods may be made by the Buyer without the express prior written consent of NEW WORLD WIND, possibly obtained by fax or e-mail.

The costs of return will be borne by NEW WORLD WIND only in the event of an apparent defect or the indisputable missing under the sole responsibility of NEW WORLD WIND, the latter having chosen the authorized carrier to make the return of the Product concerned.

In the event of apparent defects, the Buyer may only request the replacement of the non-conforming Product and / or the complement to make to fill the missing, without the latter being entitled to any indemnity or resolution of the Order.



The unrestricted receipt of the ordered Product covers any apparent and / or missing defect.

A claim made by the Buyer under the terms and conditions described in this article does not suspend payment by the Buyer for the Products concerned.

NEW WORLD WIND will agree with the Buyer a Date of Commencement of the Product provided that the Buyer has complied with their obligations and regulations to NEW WORLD WIND, whatever the cause.

ARTICLE 8. RESERVATION OF OWNERSHIP

THE TRANSFER OF OWNERSHIP OF THE PRODUCT WILL BE EFFECTIVE ONLY AFTER THE RECEIPT BY NEW WORLD WIND OF ALL MONIES OWED UNDER THE SALE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, INTEREST, ADDITIONAL FEES AND TAXES. ANY EXTENSION OF TIME FOR PAYMENT, ACCEPTED BY NEW WORLD WIND, WILL PROVIDE A DEFERRAL OF THE DATE OF THE TRANSFER OF OWNERSHIP.

BY EXPRESS AGREEMENT, NEW WORLD WIND IS ENTITLED TO ENFORCE THE RIGHTS HELD UNDER THIS OWNERSHIP CLAUSE AGAINST ONE OF THEIR RECEIVABLES ON THE TOTAL OF THEIR PRODUCTS IN POSSESSION OF THE BUYER, THE LATTER BEING CONVENTIONALLY PRESUMED TO BE THE UNPAID ONES, AND NEW WORLD WIND MAY TAKE THEM BACK OR CLAIM THEM AS COMPENSATION FOR ALL OUTSTANDING INVOICES, WITHOUT PREJUDICE TO THEIR RIGHT TO TERMINATE THE ORDERS IN PROGRESS.

CONSEQUENTLY, THE BUYER FORMALLY CONFIRMS THAT THEY WILL NOT, UNDER PAIN OF BEING SUED FOR DAMAGES, TO SELL, PAWN THE PRODUCT, OR IN ANY MANNER TO DISPOSE OF IT FOR ANY THIRD PARTY BEFORE HAVING PAID THE LAST SUMS DUES.

IN CASE OF NON PAYMENT OF ONE OF THE PLANNED MONEY TRANSFERS OR IN THE EVENT OF THE OPENING OF A SAFEGUARD PROCEDURE OR INSOLVENCY PROCEEDINGS OR COMPULSORY LIQUIDATION AGAINST THE BUYER, THE ORDERS IN PROGRESS WILL BE AUTOMATICALLY CANCELED AND NEW WORLD WIND CAN CLAIM ALL PRODUCTS NOT PAID BY REGISTERED LETTER WITH ACKNOWLEDGMENT OF RECEIPT, INDICATING THE DATE AND PLACE WHERE THESE PRODUCTS SHOULD BE DELIVERED AT THE EXPENSES AND RISKS OF THE BUYER.

THE BUYER MAY RELEASE THEIR OBLIGATIONS TO RETURN THE PRODUCT BY PAYING ALL AMOUNTS DERIVED FROM THAT DATE TO NEW WORLD WIND WITHIN 48 HOURS FROM THE PRESENTATION OF THE REGISTERED LETTER.

THE BUYER SHOULD OBJECT THE PREVAILINGS THAT CREDITORS MAY HAVE ON THE PRODUCT SOLD, AND ADVISE NEW WORLD WIND IN THE BEST QUICK DELAYS.

THESE PROVISIONS DO NOT PREVENT THE TRANSFER OF RISKS AS PROVIDED FOR IN ARTICLE 6.

ARTICLE 9. WARRANTIES. RESPONSIBILITY

As far as France is concerned, the Product is covered by the legal warranty on hidden defects (Article 1641 of the French Civil Code).

Under this warranty, NEW WORLD WIND will only be required to replace or repair the Product or defective parts without charge, without the Buyer being entitled to any damages whatsoever for any reason whatsoever.

Our warranty applies only to Products sold by NEW WORLD WIND that have become the property of the Buyer.

It is excluded if the Product has been used under conditions of use or performance not provided for.

For the professional Buyer, the hidden defect means a failure of the Product making it unsuitable for its use and not likely to be detected by the Buyer before their use. [...]

NEW WORLD WIND does not cover damages and wear resulting from a special adaptation or fitting, abnormal or not of the Product unless it is carried out under their supervision.

NEW WORLD WIND warrants the Product to be free from failures and malfunctions for a period of one (1) year from the Commissioning date. The interventions of NEW WORLD WIND under this warranty shall not have the effect of extending the duration of the warranty.

The contractual warranty granted by NEW WORLD WIND under this Article shall not apply in the event that the failure, malfunction, defect or deterioration of the Product results from (1) abnormal conditions of maintenance of the Product, (2) any use of the Product that does not conform to normal use or does not comply with the instructions provided by NEW WORLD WIND, (3) any attempts by the Buyer or any other person not authorized by NEW WORLD WIND to modify or condition the Product, (4) case of force majeure.

ALL OTHER WARRANTIES, NOT MENTIONED WITHIN THE GTCS, EITHER EXPRESSED OR IMPLIED, ARE HEREBY EXCLUDED. NEW WORLD WIND MAKES NO WARRANTY CONCERNING THE POWER PRODUCTION.

Any information, opinion or advice, whether verbal or written, contrary to the foregoing, provided by NEW WORLD WIND, their employees or agents shall not be subject to any warranty and shall not, under any circumstances, extend the scope of this NEW WORLD WIND warranty to Buyer in accordance with this Article.

The Buyer's recourse against NEW WORLD WIND under the warranty granted by NEW WORLD WIND hereunder is limited either to the request for replacement of the Product or part of the faulty product covered by this warranty. In no event will NEW WORLD WIND be liable for any direct or indirect damage, loss of profit, loss of contract, loss of opportunity or any other claim or demand of the Buyer or directed by any third party against the Buyer in any capacity whatsoever.

ARTICLE 10. CASE OF FORCE MAJEURE

NEW WORLD WIND shall not be liable for any breach of their contractual obligations due to force majeure or unforeseeable circumstances. Such events shall be deemed to be events beyond the control of NEW WORLD WIND which it could not reasonably foresee and which it could not reasonably avoid or overcome.

In particular, the following are considered cases of force majeure, releasing NEW WORLD WIND from their obligation to deliver, put into service and warranty the proper functioning of the Product within the time and conditions originally foreseen: strikes, production stoppages due to breakdowns and/or the impossibility of being supplied with raw materials, weather and natural disasters, etc.

ARTICLE 11. TERMINATION

In the event that a Party ("Party") fails to fulfil their contractual obligations in whole or in part, the other Party ("Non-Faulting Party") shall be entitled to terminate the Contract after a period of 15 (fifteen) days following the sending by registered letter with acknowledgment of receipt of a formal notice remained unsuccessful. Such termination should in no way cause injury to the rights of the non-fault party to claim damages from the defaulting party as a result of the non-fulfilment by the latter of their contractual obligations.

ARTICLE 12. APPLICABLE LAW. ASSIGNMENT OF JURISDICTION

Any dispute related to the GTCS and the sales that it governs, which is not dealt with herein, will be governed by the FRENCH LAW AND THE EXCLUSIVE JURISDICTION OF THE TRIBUNAL DE COMMERCE DE PARIS, even in the event of a warranty call or multiple defendants.

In the event of an international sale, the provisions of the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980, contrary to the GTCS, are hereby expressly excluded.

