



GENERAL TERMS AND CONDITIONS OF SALE 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, MODULAR TREE, WIND BUSH or OTHERS ("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 sales 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.

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.

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 can modify its prices after the reasonable shipment time (within 8 to 12 weeks), in the event of significant fluctuations in the raw material prices used in the manufacture of the Tree and the costs of workers.

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

The Buyer must pay a deposit of 40% of the total value of the solution chosen in order to constitute the Order. The balance, 60%, will be payable upon shipment of the full solution (ExW).

Client shall pay all amounts due at shipment (ExW) to the bank account designated by NEW WORLD WIND. Except in the case of a Disputed Invoice or otherwise specified in the Order Form, all amounts shall be invoiced and paid in EURO. Any amount due but not received by NEW WORLD WIND will accrue interest from the date of invoice to the date of receipt of payment, at 1% per month (pro-rated on a daily basis). In addition, in case of late payment, a forty Euros flat-fee will be automatically charged as compensation for recovery related costs.

Taxes and Fees.

(1) All charges for Services are net of applicable taxes. The Client shall pay the gross price agreed with New World Wind without deduction of any withholding tax or other taxes.

Where a withholding tax is levied by virtue of the treaty or as a result of applicable law, the Client shall be responsible for paying such tax and obtaining from its tax authorities an official receipt evidencing the payment of such tax. The receipt shall be transmitted to NEW WORLD WIND for tax credit purposes.

(2) In any event, the net amount received by New World Wind will not be less than NEW WORLD WIND would have received had no such deduction or withholding been required. If any taxing or governmental authority asserts that Client should have made a deduction or withholding for or on account of any Taxes with respect to all or a portion of any payments made hereunder, or that NEW WORLD WIND should have collected certain Taxes from Client which NEW WORLD WIND did not collect, Client hereby agrees to indemnify NEW WORLD WIND for such Taxes and hold NEW WORLD WIND harmless on an after-tax basis from and against any Taxes, interest or penalties levied or asserted in connection therewith.

ARTICLE 6. DELIVERY, RISK

"Delivery" means the delivery of the Product from the factories (ExW).

No issue could be possible against NEW WORLD WIND in case of all postponing of delivery, till 3 months after the forecast delivery.

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 result to and 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 vouchers for the respect of these instructions by their employees and/or agents. Transfer of risks takes place on the day of signature of the shipment certificate (ExW). 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 after the signature of delivery will in no case relieve the Buyer from their obligation to pay the purchase price.

ARTICLE 7. ACCEPTANCE OF WORK, COMMISSIONING

"Commissioning" means all electrical works under the New World Wind's responsibility referred on commercial offer (connection to NWW's electrical cabinets).

Commissioning will be notified to the Buyer by mail.

The final Commissioning (connection from our electrical cabinet to main Electrical cabinet) must be done under 48h. In case of delays, NEW WORLD WIND will not be responsible for any damages caused by failure to achieve final commissioning.

In the event that the Commissioning cannot be carried out at the fault of the Buyer, the commissioning will be owed to NEW WORLD WIND. If necessary, claims on Product failures must be made in writing by the Buyer within 5 days after the notification of the commissioning. No claim will be accepted beyond this period. An invoice could be presented to the Buyer in case of commissioning not being achieved after the erection of Products, or in the same forecast delays.

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.

The Buyer will not be allowed to organize the return of Products without the express prior written consent of NEW WORLD WIND, possibly obtained by fax or e-mail.



The costs of return will be taken in 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 on a date of installation of the Product, provided that the Buyer has complied with their obligations to NEW WORLD WIND.

ARTICLE 8. RESERVATION OF OWNERSHIP

The transfer of ownership of the product, from factories, will be effective after the receipt of full payment by NEW WORLD WIND 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 be the unpaid bills, and New World Wind may take them back or claim them as compensation for any unpaid 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 issued 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 cancelled 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 prevailing that creditors may have on the product sold, and advise NEW WORLD WIND without delay.

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 unusable 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 two (2) years 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.

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: DISCLAIMER OF CERTAIN WARRANTIES.

Notwithstanding any provisions herein, NEW WORLD WIND solutions and services are provided on a best commercial efforts basis based on NEW WORLD WIND 's know-how and current practice. NEW WORLD WIND makes no warranty except as provided under article 9, whether statutory, express, implied, oral or written. NEW WORLD WIND does not warrant that the NEW WORLD WIND products and services will meet the requirements of the client. NEW WORLD WIND assumes no responsibility for consequences resulting from the access, use of or reliance on any results generated by the products or the services. NEW WORLD WIND is not responsible for and expressly disclaims all liability for, damages of any kind arising out of the use, reference to, reliance on or performance of the services, any information or result generated by such products or services or contained therein.

NEW WORLD WIND does not warrant or assume responsibility for the accuracy or completeness of any information, result, variable, dataset, text, graphics, links or other items contained within or generated by the products or services.

ARTICLE 12: Limitation on Certain Kinds of Damages.

Except in cases of personal injury or death resulting from NEW WORLD WIND's negligence, fraud, misrepresentation, willful misconduct, and to the maximum extent permitted by applicable law, in no event will NEW WORLD WIND, its employees and agents, or its licensors or their respective suppliers be liable, whether liability is based on warranty, contract, or tort (including negligence), to client, or any third party for direct, special, incidental, indirect, exemplary, or consequential damages (including, but not limited to, loss of money, goodwill or savings, downtime, damage to or replacement of parts) or other economic hardship arising from the services. If any of the above limitations of liability is invalid or unenforceable in any jurisdiction, then

- (i) in that jurisdiction it shall be re-constructed to the maximum effect permitted by law to effect its intent as nearly as possible and the remaining terms shall remain in full force and effect,

and

- (ii) in every other jurisdiction all of these terms shall remain in full force and effect.

ARTICLE 13. 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 14. 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.