

WINDCHALLENGE HOLLAND BV
WARRANTY TERMS AND CONDITIONS
ISSUE DATE: NOVEMBER 2016

*These warranty terms and conditions (the "**Warranty Terms and Conditions** ") contain the applicable terms and conditions with regard to the warranty issued by Windchallenge Holland BV ("**Windchallenge**") to purchasers of the Windleaf wind turbine and other products of Windchallenge ("**Products**"), hereinafter referred to as: the "**Purchaser**". These Warranty Terms and Conditions do not in itself constitute a legally binding agreement. The Warranty Terms and Conditions should at all times be considered in conjunction with the agreement between Windchallenge and Purchaser and the General Terms and Conditions applicable to the agreement between Windchallenge and Purchaser.*

1. PARTIES	
Windchallenge	WINDCHALLENGE HOLLAND B.V., a private company with limited liability (<i>besloten vennootschap met beperkte aansprakelijkheid</i>), incorporated under the laws of the Netherlands, registered with the trade register of the Chamber of Commerce under number 57791430.
Purchaser	Any person, legal or natural, that has entered into an agreement for the sale and delivery of Products by Windchallenge to Purchaser.
2. APPLICABILITY OF THE WARRANTY TERMS AND CONDITIONS	
Applicable Warranty Terms and Conditions if declared so in the agreement	The Warranty Terms and Conditions shall apply to and be part of all existing and future agreements between Windchallenge and Purchaser (hereafter collectively referred to as: the " Parties ") in the event that the Parties have explicitly declared these Warranty Terms and Conditions applicable in the agreement between Windchallenge and Purchaser.
Order of priority	In the event of a contradiction between an article of the Warranty Terms and Conditions and an article of the Agreement entered into between Windchallenge and Purchaser, the latter shall prevail.

Order of priority	In the event of a contradiction between an article of the Warranty Terms and Conditions and an article of the General Terms and Conditions, the latter shall prevail, unless explicitly agreed otherwise.
Invalid, impracticable or unenforceable terms	In the event that one or more articles in these Warranty Terms and Conditions should be or should become fully or partially invalid, impracticable or unenforceable, the other articles shall remain valid. The article(s) invalid, impracticable or unenforceable shall be replaced by an appropriate provision which as far as possible corresponds to the intention of the Parties.
3. WARRANTY CONDITIONS	
Warranties Windchallenge	<p>Products manufactured and supplied by Windchallenge and/or certified resellers on behalf of Windchallenge are warranted on the basis of these Warranty Terms and Conditions for the duration of the warranty period, subject to all following terms and conditions:</p> <ul style="list-style-type: none"> • The product must be correctly installed by an installer who is certified by Windchallenge; and • The product must be installed on a suitable mast or pole. The mast or pole must either be supplied by Windchallenge or, alternatively, Windchallenge must have endorsed a different pole in writing .
Warranty period	Unless agreed otherwise in the agreement between Windchallenge and Purchaser, the duration of the warranty period is ten calendar years from the date of delivery of Product by Purchaser, unless explicitly agreed otherwise.
Alternative warranty period	Windchallenge at all times reserves the right to stipulate an alternative duration of a warranty period in agreements with Purchaser.
	The provision of services under these Warranty Terms and Conditions neither extends the duration of the warranty period nor sets in motion a new warranty period.

4. EXCLUSIONS AND LIMITATIONS	
Exclusions	<p>The warranty by Windchallenge as set forth in these Warranty Terms and Conditions does not apply:</p> <ul style="list-style-type: none"> • to periodic maintenance and repair or replacement of parts due to normal wear and tear; and/or • to products incorrectly installed or installed by an installer who is not certified by Windchallenge; and/or • to products installed on a mast or pole that has not been supplied by Windchallenge or has not been endorsed in writing by Windchallenge; and/or • to products installed on a foundation that has not been supplied by Windchallenge or has not been endorsed in writing by Windchallenge; and/or • to damage to Products caused by service performed by anyone who is not a representative of Windchallenge and/or is not certified as such by Windchallenge and/or • to Products that have been modified by or on behalf of Purchaser without written permission of Windchallenge; and/or • to discolouring of rotor blades and/or deviation of visible and/or non-visible characteristics of Products due to normal wear and tear; and/or • to damage to Products caused by (a) bird(s); and/or • to damage to Products caused by accident, abuse, neglect, improper use, vandalism, flood, fire, hailstorm, lightning, storms, earthquake and/or other bad weather conditions; and/or • if the Products are not maintained and/or serviced in accordance with Windchallenge's user instructions.

5. CLAIMS UNDER WARRANTY TERMS AND CONDITIONS	
	Any claim made under the Warranty Terms and Conditions that follows from damage to Products must be made immediately upon discovery of the damage, but in any case no later than within 14 calendar days after discovery thereof.
6. GOVERNING LAW AND DISPUTE SETTLEMENT	
Governing law	These Warranty Terms and Conditions and the separate terms and conditions evolving from these Warranty Terms and Conditions shall be governed by and construed in accordance with the laws of the Netherlands. Disputes arising on the basis of these Warranty Terms and Conditions are solely settled by the court of Rotterdam, the Netherlands.