

Air X™ and Air Marine™ Wind Turbine Warranty Agreement

3
YEAR
LIMITED
WARRANTY

Hardware Warranty

Southwest Windpower, Inc., ("Southwest Windpower") will repair or replace free of charge any part or parts of the Southwest Windpower Air X™ and Air Marine™ Wind Turbine determined by Southwest Windpower to be defective in materials and/or workmanship under normal authorized use consistent with product instructions for a period of three years from the date the original purchaser ("Customer") receives the Wind Turbine ("Start Date"). This warranty extends only to the original purchaser. The Customer's sole and exclusive remedy and the entire liability of Southwest Windpower, its suppliers and affiliates under the warranty is, at Southwest Windpower's option, either (i) to replace the Wind Turbine with new or reconditioned Wind Turbine, (ii) to correct the reported problem, or (iii) to refund the purchase price of the Wind Turbine. Repaired or replaced products are warranted for the remainder of the original warranty period.

Restrictions

Problems with the Wind Turbine Products can be due to improper use, maintenance, non-Southwest Windpower additions or modifications or other problems not due to defects in Southwest Windpower's workmanship or materials. No warranty will apply if the Wind Turbine (i) has been altered or modified except by Southwest Windpower, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Southwest Windpower (iii), or (iv) has been exposed to winds exceeding 120 mph (54 m/s), or has been subjected to abnormal physical, thermal or electrical stress, misuse, negligence, or accident. If Southwest Windpower's repair facility determines that the problem with the Wind Turbine is not due to a defect in Southwest Windpower's workmanship or materials, then the party requesting warranty service will be responsible for the costs of all necessary repairs and expenses incurred by Southwest Windpower.

Warranty Claims & Return Procedures

In order to be eligible for service under this warranty the Customer must submit a service request for Wind Turbine covered by this warranty within the warranty period by contacting Southwest Windpower in writing or via telephone and obtaining a Return Authorization ("RA") number. This RA must be obtained before returning any product under this warranty.

Notification must include a description of the alleged defect, the manner in which the Wind Turbine was used, the serial number, and the original purchase date in addition to the name, address, and telephone number of the party requesting warranty service. Within 3 business days of the date of notification, Southwest Windpower will provide the Customer with a RA number and the location to which the Customer must return the defective Wind Turbine. Any Wind Turbine requiring warranty repair shall be transported at the expense and risk of the party requiring warranty service, including but not limited to proper packaging of the Product. The Customer must return the entire Wind Turbine kit within 30 days after issuance of the RA number. Southwest Windpower will be under no obligation to accept any returned Wind Turbine that does not have a valid RA number. Customer's failure to return the Wind Turbine within 60 days of its receipt of a RA number may result in cancellation of the RA. All parts that Southwest Windpower replaces shall become Southwest Windpower's property on the date Southwest Windpower ships the repaired Wind Turbine or part back to the Customer. Southwest Windpower will use all reasonable efforts within five days of receipt of the defective Wind Turbine to repair or replace such Wind Turbine. If a warranty claim is invalid for any reason, the Customer will be charged at Southwest Windpower's then-current rates for services performed and will be charged for all necessary repairs and expense incurred by Southwest Windpower.

Disclaimer

EXCEPT FOR THE EXPRESSED WARRANTY SET FORTH ABOVE, SOUTHWEST WINDPOWER DISCLAIMS ALL OTHER EXPRESSED AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WHETHER OR NOT SIMILAR IN NATURE TO ANY OTHER WARRANTY PROVIDED HEREIN, SHALL EXIST WITH RESPECT TO THE PRODUCT SOLD UNDER THE PROVISIONS OF THESE TERMS AND CONDITIONS. SOUTHWEST WINDPOWER EXPRESSLY DISCLAIMS ALL LIABILITY FOR BODILY INJURIES OR DEATH THAT MAY OCCUR, DIRECTLY OR INDIRECTLY, BY USE OF THE PRODUCT BY ANY PERSON. ALL OTHER WARRANTIES ARE EXPRESSLY WAIVED BY THE CUSTOMER.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL SOUTHWEST WINDPOWER OR ITS AFFILIATES OR SUPPLIERS BE LIABLE OR RESPONSIBLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING FROM THE DEFECT, REPAIR, REPLACEMENT, SHIPMENT OR OTHERWISE, EVEN IF SOUTHWEST WINDPOWER OR ITS AFFILIATE OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (Note: some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so these limitations may not apply to you). Neither Southwest Windpower nor its affiliates or suppliers will be held liable or responsible for any damage or loss to any items or products connected to, powered by or otherwise attached to the Hardware. The total cumulative liability to Customer, from all causes of action and all theories of liability, will be limited to and will not exceed the purchase price of the Product paid by Customer. This Warranty gives the Customer specific legal rights and the Customer may also have other legal rights that vary from state to state or province to province.

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Southwest Windpower
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