

A&C GREEN ENERGY 5 YEAR LIMITED WARRANTY

A&C Green Energy, Inc. (PowerMax+) wind turbines, electronics, and associated equipment manufactured by/for A&C Green Energy, Inc. are warranted against defects in design, material, and workmanship, under normal use for which intended, for five years after installation and as set forth below.

Parts: For a period of Five (5) Years from the original date of purchase of product ("Parts Warranty"), A&C Green Energy will supply replacement parts in exchange for parts determined to be defective.

Labor: For a period of Five (5) Years from the original date of purchase of product ("Labor Warranty"), A&C Green Energy will, at its option, repair or replace this Product, should it be deemed defective.

Proper Registration: Your registration must be completed within 30 calendar days of your dated receipt in order to validate this Limited Warranty. You may complete registration by filling out the online registration form online at <http://www.acgreenenergy.com/registerwarranty> or by completing the mail-in registration card, including the required photographs as stated on the A&C Green Energy Registration Form and mailing it to:

**A&C Green Energy
P.O. Box 941122
Plano, TX 75094**

Include with your registration, online or via mail, the following photos detailing the installation:

- 1. Photos of all four sides of the installed wind turbine**
- 2. Photos of the Rectifier/Inverter or Controller/Inverter hookup**
- 3. Photo of the building where the electrical hookup occurs**

Upon your registration you shall receive a confirmation via email to inform you that your product has been properly registered. Both proper registration, as well as a dated proof of purchase, are required prior to obtaining warranty service.

Instructions: To obtain warranty service, simply call (800) 963-7973.

When calling ensure to have all proof of purchase documentation and service material available including all serial and part numbers to help us quickly assist you.

Repair/Replacement Warranty: This Limited Warranty shall apply to any repair, replacement part or replacement product for the remainder of the original Limited Warranty period or for Five (5) years whichever is longer. Any parts or product replaced under this Limited Warranty will become the property of A&C Green Energy.

This limited warranty covers only the hardware components packaged with the Product. It does not cover technical assistance for hardware or software usage and it does not cover any software products whether or not contained in the Product; any such software is provided "AS IS" unless expressly provided for in any enclosed software Limited Warranty. Please refer to the End User License Agreements included with the product for your rights and obligations with respect to the software.

This Limited Warranty only covers product issues caused by defects in material or workmanship during ordinary consumer use; it does not cover product issues caused

by any other reason or use. This includes but is not limited to acts of God, misuse, limitations of technology, or modification of any part of the product. This Limited Warranty does not cover products sold "AS-IS" or "WITH ALL FAULTS" or consumables (such as fuses or batteries). This Limited Warranty is invalid if the factory-applied serial number has been altered or removed from the product. This Limited Warranty is valid only in the United States.

This limited warranty does not cover:

- 1) Towers, equipment, materials, or supplies not manufactured by/for A&C Green Energy;
- 2) A&C Green Energy equipment that has been modified or altered without prior factory approval;
- 3) Damage or loss of function sustained during periods with wind speeds exceeding 50 m/s (110 mph)
- 4) Repairs performed by other than authorized A&C Green Energy service personnel;
- 5) Acts of God; or
- 6) Incidental or consequential damages.

Pursuant to this Limited Warranty, A&C Green Energy, will, at its option (1) repair the product using new or refurbished parts or (2) replace this product with a new or refurbished product. For the purposes of this Limited Warranty "refurbished" means a product or part that has been restored to its original specification. In the event of a defect the above represents your exclusive remedies.

LIMITATIONS ON DAMAGES: A&C GREEN ENERGY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT.

DURATION OF IMPLIED WARRANTIES: EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED TO THE DURATION OF THIS WARRANTY.

INSURANCE:

Mailing Address:
A&C Green Energy
PO Box 941122
Plano, TX 75094

Shipping Address:

A&C Green Energy
1108 Summit Ave., Ste 8
Plano, TX 75024
972-516-0692

This Agreement is not a contract of insurance; however, the obligations hereunder are fully insured by CMS Magnetics, Inc.'s (dba A&C Green Energy) insurance company.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitation or exclusions may not apply to you. This Limited Warranty gives you legal rights and you may have other rights which vary from state to state.
