

Warranty agreement

Sonkyo Energy S.L. ("Sonkyo Energy") warrants the Windspot 1.5kw, 3.5kw, 7.5kw and 15kw wind turbines to be free of any defect in material, design and workmanship, under the proper installation and normal use for which is intended, for a period of time ending **5 years** (after the date of shipment from Sonkyo Energy's factory), subject to proper installation, commissioning, maintenance and use in accordance with the Windspot's User's Manual.

This warranty extends only to the original purchaser ("customer"). If the wind turbine fails during the warranty period due to a defect in the design or manufacture, is at Sonkyo Energy's option:

- (i) to replace the turbine with new or reconditioned 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.

Before any warranty action an agreement must be issued from Sonkyo Energy repair service.

Warranty Claims & return procedures

In order to be eligible for Sonkyo Energy's warranty the Customer **MUST return the Site Commissioning Form** included with this Warranty Agreement **within 30 days of the date of commissioning**.

Additionally, the Customer must submit a service request for the wind turbine covered by this warranty within the warranty period by contacting Sonkyo Energy in writing or via telephone and obtaining a Return Authorization number. This Return Authorization number 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 generator was installed, the serial number (see user manual), number of pro-forma invoice / order confirmation. Within 15 working days of the date of notification, Sonkyo Energy will provide the Customer with a Return Authorization number and the location to which the Customer must return the defective wind generator. Any wind generator 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 wind turbine within 60 days after issuance of the Return Authorization number. Sonkyo Energy will be under no obligation to accept any returned wind turbine that does not have a valid Return Authorization number. Customer's failure to return the wind generator within 60 days of its receipt of a Return Authorization number may result in cancellation of the Return Authorization. All parts that Sonkyo Energy replaces shall become Sonkyo Energy's property on the date Sonkyo Energy ships the repaired wind generator, or part, back to the Customer. Sonkyo Energy will use all reasonable efforts within sixty (60) days of receipt of the defective wind generator to repair or replace and ship such wind generator. If a warranty claim is invalid for any reason, the Customer will be charged at Sonkyo Energy's current rates for services performed and will be charged for all necessary repairs and expenses incurred by Sonkyo Energy.

Restrictions

Problems with the wind generator products can be due to improper use, maintenance, non- Sonkyo Energy additions or modifications or other problems not due to defects in Sonkyo Energy's workmanship or materials. No warranty will apply if the wind generator (i) has been altered or modified except by Sonkyo Energy, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Sonkyo Energy, (iii) has been exposed to winds exceeding 134 mph (60m/s), or (iv) has been subjected to abnormal physical, thermal or electrical stress, misuse, negligence, or accident. If Sonkyo Energy's repair facility determines that the problem with the wind generator is not due to a defect in Sonkyo Energy's workmanship or materials, then the party requesting warranty service will be responsible for the costs of all necessary repairs and expenses incurred by Sonkyo Energy.

Disclaimer

Except for the expressed warranty set forth above, Sonkyo Energy disclaims all other 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. Sonkyo Energy 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 Sonkyo Energy 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 Sonkyo Energy or its affiliates or suppliers 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 Sonkyo Energy 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.