

FTC Energy, Inc.
FIVE YEAR LIMITED WARRANTY

READ THESE WARRANTY TERMS AND THE INSTALLATION WARNING CAREFULLY BEFORE INSTALLING OR USING THE FTC ENERGY, INC. PRODUCT YOU HAVE PURCHASED. YOUR PURCHASE OF THE PRODUCT AND SUBSEQUENT INSTALLATION AND USE OF THE PRODUCTS YOU HAVE PURCHASED INDICATES THAT YOU AGREE TO BE BOUND BY THESE TERMS

1) WARRANTY: FTC ENERGY, INC. (hereafter "FTC") warrants that at the time of product registration (herein after REGISTRATION) , and for a period of five (5) years after REGISTRATION that the product manufactured by FTC, the wind turbines, electronics, and associated equipment (hereafter the "PRODUCT") will be free from defects in design, material and manufacture under normal use for which the product was intended. Any other products used in conjunction with the FTC product which have been manufactured by another organization will be warranted under the terms and conditions of the original manufacturer.

The stated warranty is contingent upon the product being installed and maintained in accordance with the instructions provided by FTC. This limited warranty does not cover the product for:

- (a) installation, workmanship, alteration or repairs by unauthorized persons,
- (b) misuse or abuse,
- (c) Acts of God (including without limitation winds in excess of 73 mph, lightning, floods, earthquakes, or other severe weather or natural phenomena), or
- (d) improper storage or handling or other treatment or installations for which it was not intended,
- (e) Towers, equipment, materials, or supplies not manufactured by FTC,
- (f) any product upon which the serial number and or product safety labeling has been altered or removed.

This warranty is non transferable and only extends to the person or entity listed in the REGISTRATION as the owner (hereafter the "OWNER") of the product. The registration process must be completed by the OWNER within 60 days of delivery of the product. Instructions for registration can be found at **FTCEnergy.com**.

Extended warranties can be purchased by the OWNER. For more information on extended warranties please visit **FTCEnergy.com**.

2) DISCLAIMER OF OTHER WARRANTIES: The preceding warranties are the exclusive and sole express warranties given by FTC. The stated warranties supersede any prior, contrary or additional representations, whether oral or written. FTC hereby disclaims and excludes all other warranties whether express, implied, or statutory-including any arising from course of dealing or usage of trade, any warranty of merchantability and any warranty of fitness for a particular purpose, in duration to the term of express warranties provided above. In no event shall FTC or its representatives be liable for any incidental, special, indirect, or consequential damages, whether resulting from nondelivery or from the use, misuse, including security claims resulting from a lack of power or illumination, lost electricity production due to product failure (or any extra cost of electricity associated herewith), lost time, interruption of business, lost profits, lost data, inconvenience (such as telephone calls, labor, or material charges), incurred in connection with or the removal or replacement of the equipment, or the inability to use the product. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

3) EXCLUSIVE REMEDY FOR ANY NONCONFORMITIES: If during the applicable Warranty Period, the Product or its components do not conform to the preceding Warranties, the OWNER shall notify FTC as provided below, and within a reasonable time FTC will provide, at its option, one of the following:

- (1) replacement components for any nonconforming or defective components or
- (2) the percentage of the purchase price for the non-conforming System components equal to the

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percentage of the Warranty Period remaining when FTC is notified of the nonconformity. FTC and its representatives will not be liable for, labor, costs of removal or re-installation of components, disposal, freight, taxes, or other incidental charges.

These remedies are the exclusive and sole remedies for any breach of warranty. In no event shall the liability of FTC hereunder ever exceed the purchase price of the product. FTC reserves the right to make design changes, improvements and additions to its products with no obligation to install such items in products it previously manufactured.

For any breach of warranty, the Owner must notify FTC in writing at the address in Section 6 within thirty (30) days after discovering the nonconformity. The notice must describe with specificity the nature of the nonconformity. The Owner must give FTC a reasonable opportunity to examine the claimed nonconformity before undertaking any repairs, removal or replacement. The Owner must present the original invoice, bill, or other proof of date of purchase. Compliance with the requirements of this paragraph is a condition to coverage under the Warranty: if these requirements are not complied with FTC will have no obligation to provide any remedy for any breach of warranty.

4) APPLICABLE LAW: This Warranty will be interpreted, construed, and enforced in all respects in accordance with the Laws of the State of Florida. The venue for any legal action hereunder shall be [Volusia County], Florida. The U.N. Convention on Contracts for International Sale of Goods will not apply to this warranty.

5) SEVERABILITY: If any provision of this warranty is found to be invalid or unenforceable, then the remainder shall have full force and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the agreement.

6) ADDRESS FOR WARRANTY CLAIMS NOTICE:

Email your claim notice to WarrantyNotice@FTCEnergy.com

Or Visit our web site at FTCEnergy.com/Warranty for additional options

INSTALLATION WARNING

THE INSTALLATION OF A WIND TURBINE GENERATOR REQUIRES CERTAIN SPECIALIZED SKILLS, EQUIPMENT AND EXPERIENCE. ALL INSTALLATIONS SHOULD BE PERFORMED BY A STATE CERTIFIED ELECTRICIAN SPECIFICALLY FOLLOWING ALL APPLICABLE BUILDING CODES. THE DOCUMENTATION AND INFORMATION SUPPLIED BY FTC AND ITS REPRESENTATIVES ASSUMES THAT PERSONS INSTALLING THE PURCHASED PRODUCTS WILL HAVE THE REQUIRED SPECIALIZED SKILLS, EXPERIENCE, AND EQUIPMENT TO INSTALL, AND/OR MAINTAIN THE PURCHASED PRODUCTS. WIND TURBINE GENERATORS PRODUCE ELECTRICITY, AND WHEN OPERATIONAL OR CONNECTED TO AN ELECTRIC GRID, FACILITATE THE POTENTIAL OF ELECTRICAL FEEDBACK, THEREBY CAUSING THE POSSIBILITY OF ELECTRIC SHOCK. NO ONE SHOULD ATTEMPT TO CLIMB STRUCTURES, OPERATE, OR MAINTAIN THE PURCHASED PRODUCTS WITHOUT THE NECESSARY SPECIALIZED SKILLS, EXPERIENCE, TOOLS, AND SAFETY EQUIPMENT. INHERENT IN WIND TURBINE GENERATORS ARE RISKS RELATED TO THE SPINNING TURBINE, INCLUDING LOSS OF APPENDAGES.

FTC AND ITS REPRESENTATIVES ASSUMES NO DIRECT OR CONSEQUENTIAL LIABILITY RELATED TO FAULTY OR DANGEROUS INSTALLATION OR MAINTENANCE PRACTICES. TRAINED AND EXPERIENCED PERSONNEL ARE AVAILABLE TO ASSIST IN INSTALLATION, OPERATION, MAINTENANCE, AND TROUBLE SHOOTING OF YOUR PURCHASED PRODUCTS. CONTACT FTC OR ITS AUTHORIZED REPRESENTATIVES IF YOU REQUIRE CONSULTATION OR ASSISTANCE.

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FTC AND ITS REPRESENTATIVES RECOMMEND RESTRICTED ACCESS, ANTI-CLIMB SECTIONS, OR FENCES FOR ALL TOWERS AND POLES TO PREVENT UNAUTHORIZED PERSONS FROM CLIMBING THE TOWERS OR POLES. APPROPRIATE WARNING SIGNS SHOULD ALSO BE PLACED ON THE TOWER OR POLE. TOWERS SHOULD NOT BE INSTALLED NEAR UNPROTECTED POWER LINES. ALL ELECTRIC WIRES AND CABLES SHOULD BE CONSIDERED DANGEROUS.

FTC RECOMMENDS THAT FOR BEST PERFORMANCE, ALL WIND TURBINE INSTALLATIONS SHOULD BE THOROUGHLY INSPECTED BY QUALIFIED PERSONNEL WITHIN 60 DAYS AFTER COMPLETION, AT LEAST SEMI-ANNUALLY, AND AFTER ANY MAJOR WINDSTORM EVENT, EARTHQUAKE OR OTHER SEVERE NATURAL OCCURRENCE. FTC RECOMMENDS REGULAR INSPECTIONS OF THE PRODUCT TO INSURE OPTIMAL FUNCTION.

POWER OUTPUT OF THE TURBINE IS DEPENDENT UPON THE AVAILABLE WIND AT THE INSTALLATION SITE. FTC ASSUMES NO RESPONSIBILITY FOR THE OWNERS SELECTION OF THE INSTALLATION SITE OF THE TURBINE OR NON-PERFORMANCE OF THE TURBINE DUE TO ANY PARTICULAR WEATHER CONDITIONS, GEOGRAPHIC ANOMALY OR ACT OF GOD ASSOCIATED WITH THE SITE.