

URBAN GREEN ENERGY, INC. THREE YEAR LIMITED WARRANTY AGREEMENT

This Agreement ("Agreement") is between you and Urban Green Energy Inc. ("UGE") and applies to UGE branded products ("Product") and services purchased by you from UGE or any of its subsidiaries or affiliates or a UGE authorized reseller ("Reseller"), unless you enter into a separate written agreement with UGE. **BY PURCHASING A UGE PRODUCT YOU AGREE THAT THIS AGREEMENT APPLIES TO YOU.**

YOU MUST REGISTER THIS LIMITED WARRANTY AGREEMENT AND RECEIVE ACCEPTANCE BEFORE YOU TURN ON YOUR WIND TURBINE.

The term of this Limited Warranty is three (3) years (the "Limited Warranty Period"). For the UGE-600, UGE-1K, UGE-4K, UGE-9M vertical axis wind turbine;

Serial number _____

Vertical axis wind turbine model type _____

Vertical axis wind turbine is grid tie or off grid? _____

Customer Name _____

Customer Phone Number _____

Customer Email _____

Turbine Installation Site Address _____

The Limited Warranty Period begins on the date of product installation. The installation must be performed by qualified personnel, such as a certified electrician, an employee of a licensed contractor or an employee of an UGE distributor, this list is exemplary and by no means limiting. The date of installation shall occur in the 12 month period following the delivery date of the product to the distributor. The warranty must be registered within ten (10) business days from the date of installation. The unit should be installed but not turned on prior to registering the warranty. The warranty registration period will expire at midnight (local time of installation location) on the tenth (10th) day following the installation date. The expiration of the warranty registration period terminates all rights covered in this Limited Warranty Agreement.

Date of delivery to Distributor (if applicable) _____

Date of installation _____

1. Registration of Limited Warranty.

- i. Complete the online warranty registration form at http://www.urbangreenenergy.com/warranty_form.php with the serial number, unit type, date of delivery to distributor, date of installation, customer information and installation location.
- ii. Submit End-Users Agreement Statement signed and dated by the End-User.
- iii. Take the following photographs: -

Grid Tie Units

- Wind Interface Box wiring
- Inverter wiring
- Diversion Load wiring
- Safety break and Disconnect switch wiring (3x)
- Locked AC disconnect switch #1
- Overall electrical assembly picture showing all components and conduits in between the electrical boxes and showing a zip tie or other means of ensuring the AC disconnect switch between the generator and the wind interface box cannot be opened accidentally.

Off Grid Units

- Controller wiring
- Diversion load wiring
- Safety break and Disconnect switch wiring (3x)
- Locked AC disconnect switch #1
- Overall electrical assembly picture showing all components and conduits in between the electrical boxes and showing a zip tie or other means of ensuring the AC disconnect switch between the generator and the controller cannot be opened accidentally.

- iv. In the event the product is not installed using a tower supplied by UGE, you must submit professional technical design drawings of the tower and calculations of strength, deflection and vibrations. UGE will store this information on record. Please note that UGE will not review this information. For non-UGE supplied towers not installed with a standard foundation, you must submit drawings of any mounting provisions. For installations using UGE supplied towers but not our foundations, you must submit drawings of any mounting provisions. Please

note that it is not the responsibility of UGE to review these drawings, and they will only be kept on record if needed for future troubleshooting.

UGE does not accept responsibility for damage to UGE manufactured products resulting from the use of non-UGE supplied towers, roof mounts or electronics. Please note that if you choose to use non-UGE supplied parts you should ensure that the towers are designed adequately for the loads the turbine will experience and that all other parts are suitable for the installation.

v. Email the photographs and tower design, as applicable per iv. above, to warranty@urbangreenenergy.com.

vi. You will receive confirmation within two (2) business days of submitting the required images via email.

vii. Once you have received approval by way of a UGE Warranty Certificate you will not invalidate the warranty by turning your installed turbine on.

2. Maintenance. To qualify for the full Limited Warranty period, the product must undergo full maintenance once within the first month of installation and following the first full maintenance, once every 12 months. Product maintenance should be registered by downloading the maintenance form from the UGE website. The form should be filled in and submitted to techsupport@urbangreenenergy.com. The form should be submitted not more than 2 months from the date of installation and within ten (10) days from the date maintenance is performed. Then annually thereafter maintenance should be performed in no more than 13 month increments. All maintenance forms must be submitted in not more than ten (10) days following the date the maintenance is performed. Annual maintenance must be performed until the life of the general or extended warranty has terminated. Please note that failure to submit annual maintenance reports will invalidate the warranty.

3. Product Limited Warranty. UGE warrants that its Products will be free from defects in materials and workmanship, under normal use for which it is intended, for the Limited Warranty Period. During the Limited Warranty Period, UGE may, at its option: (i) provide replacement parts necessary to repair the Product, (ii) repair the Product or replace it with a comparable product, or (iii) refund the amount you paid for the Product, less depreciation of ten percent (10%), upon its return, provided that UGE may, at its sole option, attempt to remediate any defects via technical support through telephone or electronic communication prior to taking any actions outlined in items (i) through (iii) listed above. It is hereby agreed and understood that UGE shall not be responsible for the installation of replacement parts or replacement products. Replacement parts and products shall be shipped to the original shipping address at no cost to you and shall be new or serviceably used, comparable in function and performance to the original part and warranted for the remainder of the Limited Warranty Period.

4. Warranty Limitations. This limited warranty does not cover misuse or minor imperfections in units that meet design specifications or imperfections that do not materially alter functionality. This limited warranty does not cover and UGE is not responsible for (1) damages caused by misuse, abuse, accidents, fire, acts of God, theft, disappearance, misplacement, power surges, viruses, reckless, willful, or intentional conduct, including, without limitation, damages caused by tampering with or dismantling any portion of the Product including its generator, (2) damages caused by servicing not authorized by UGE, (3) damages caused by usage that is not in accordance with Product instructions, (4) damages caused by failure to follow the Product instructions, (5) damages caused by the combination of Products with other non-UGE branded products, accessories, parts or components, (6) any equipment or components that were not included in your Product as originally sold to you, (7) normal wear and tear, (8) cosmetic damage that does not affect functionality or (9) damages or loss of function sustained as a result of wind speeds exceeding 55 m/s, lightening or hail or any other insurable loss under standard fire and extended coverage policies generally available for endorsement to you (10) re-configuration or re-connection of the electronics by a non-UGE authorized distributor, (11) units which have been disassembled and reinstalled shall only be covered by this warranty at the Supplier's discretion, (12) units which have been turned on without approval, wherein approval is granted by way of a UGE Warranty Certificate corresponding to the unit serial number, (13) units which have been allowed to free spin. Note that if the turbine is installed first and not tied down or short circuited while the electronics are being installed and the warranty approved, the unit can still free spin and damage the blades, bearings and other parts. **DAMAGE INCURRED DUE TO FREE SPINNING IS NOT COVERED BY THIS OR ANY OTHER WARRANTY.** (14) **If a non-UGE authorized distributor configures, re-configures or re-connects the electronics for any UGE product this will automatically void the warranty on all components of the product; this includes the turbine.**

5. Services and Service Limited Warranty. Any services provided to you by UGE that are not within the scope of the Limited Warranty also are governed by this Agreement. For a period of ninety (90) days after services are performed, UGE warrants that services provided by it were performed in a professional and workmanlike manner. If your problem recurs within the 90 day service warranty period, UGE will, at its option, (1) re-perform the services, (2) replace the Product pursuant to the terms of this Agreement, or (3) permit you to return the Product and issue a refund pursuant to the terms of this Agreement. If you purchased an extended warranty, such as the UGE Extended Warranty Plan, please refer to the service plan for the coverage, duration and terms of service.

6. Instructions for Warranty Service. To obtain warranty service you must (1) notify UGE within ten (10) days of knowledge of any defect in Product, or any failure of the Product to function properly, (2) assist UGE in diagnosing issues with your Product and follow UGE's warranty processes and (3) obtain warranty service from UGE or an authorized service provider specified by UGE. UGE will not reimburse you for service performed by others.

7. Implied Warranties. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

8. Limitation of Liability. UGE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. UGE'S MAXIMUM LIABILITY TO YOU IS LIMITED TO PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST ALLOWED BY LAW. UGE IS NOT LIABLE TO YOU IF IT IS UNABLE TO PERFORM DUE TO EVENTS IT IS NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9. **Dispute Resolution** If a dispute or claim is not resolved by you and UGE, the parties may agree to settle the dispute by mediation administered by (i) the American Arbitration Association (“AAA”) under its Commercial Mediation Procedures or (ii) for international matters, the International Centre for Dispute Resolution, a division of the AAA, in accordance with its International Mediation Procedures, before resorting to arbitration. The mediation shall be conducted using the English language for all purposes. Except with respect to preliminary equitable remedies provided herein or otherwise available at law, any controversy or claim relating to this Agreement not otherwise resolved between you and UGE through the previous provisions in this Agreement shall be settled through final and binding arbitration to be administered by the AAA according to its rules, or for international matters in accordance with its International Arbitration Rules, by three (3) arbitrators, one selected by each party and the third selected in accordance with such rules. Such arbitration shall be held in New York, New York, and the proceedings and all pleadings, filings, written evidence, decisions and other relevant documents shall be in English. Any final decision issued in the arbitration shall be in writing, and binding and conclusive upon the parties to this Agreement and may be entered as a final judgment by any court of competent jurisdiction. Each Party shall bear its own costs in connection with the foregoing arbitration. Except as may be required by law, neither party may disclose the existence, content or results of any mediation or arbitration hereunder, without the prior written consent of both parties. This agreement shall be governed by the laws of the state of New York, without regard to conflicts of laws rules.

10. **General.** UGE may assign this Agreement and/or any associated service plan without your consent and without notice to you. If UGE does assign this Agreement and/or any associated service plan, the assignee will assume all obligations to you, UGE will be released of all obligations, and you agree to look solely to the assignee for the performance of all obligations under this Agreement and/or any associated service plan. UGE and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to Products or services purchased from UGE, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of UGE. Any additional or altered terms shall be null and void, unless expressly agreed to in writing by UGE. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired.

11. **Modifications.** UGE reserves the right to change the terms of this Limited Warranty in the future. UGE reserves the right to make design changes, improvements and/or additions to its products without obligation to install such in products previously manufactured.

12. *Installation.* *If a non-UGE authorized distributor configures, re-configures or re-connects the electronics for any UGE product this will automatically void the warranty on all components of the product; this includes a turbine.*