

XZERES CORP STANDARD LIMITED WARRANTY FOR XZERES SKYSTREAM 3.7 WIND GENERATOR

***Effective only on XZERES Skystream 3.7 Products Shipped July 8,
2013 or later.***

Congratulations on your purchase of a XZERES Skystream 3.7 Wind Turbine Generator. You are entitled to the protection offered by our Limited Warranty on the following terms.**HARDWARE WARRANTY PERIOD**

XZERES Corp, Inc. ("XZERES Corp") will repair or replace free of charge any part or parts of the XZERES Skystream 3.7[®] wind generator determined by XZERES Corp to be defective in materials and/or workmanship under normal authorized use consistent with product instructions for a period of five years. This Limited Warranty term begins on the earlier of (a) the date of commissioning of the System or (2) ninety (90) days after the date of shipment from XZERES Corp. This warranty extends only to the original purchaser. The Customer's sole and exclusive remedy and the entire liability of XZERES Corp, its suppliers and affiliates under the warranty is, at XZERES Corp's option, either (i) to replace the wind generator with new or reconditioned wind generator, (ii) to correct the reported problem, or (iii) to refund the purchase price of the wind generator. Repaired or replaced products/components are warranted for the remainder of the original warranty period.

Restrictions

Problems with the wind generator products can be due to improper use, maintenance, Non-XZERES Corp additions or modifications or other problems not due to defects in XZERES Corp's workmanship or materials. No warranty will apply if the wind generator (i) has been altered or modified except by XZERES Corp, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by XZERES Corp (iii), or (iv) has been exposed to winds exceeding 140 mph (63 m/s), or has been subjected to abnormal physical, thermal or electrical stress, misuse, negligence, or accident. If XZERES Corp determines that the problem with the wind generator is not due to a defect in XZERES Corp's workmanship or materials, then the party requesting warranty service will be responsible for the costs of all necessary repairs and expenses incurred by XZERES Corp.

Warranty Claims & Return Procedures

In order to be eligible for service under this warranty, the Customer MUST electronically submit on line a Warranty Information Form (or have your authorized dealer or licensed installer electronically submit for you) at www.xzeres.com within 60 days of purchasing the wind generator. Additionally, the customer must submit a service request for the wind generator covered by this warranty within the warranty period by contacting XZERES Corp in writing or via telephone and obtaining a Return Authorization ("RA") number. This RA must be obtained before returning any product or component under this warranty. Notification must include a description of the alleged defect, the manner in which the wind generator 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, XZERES Corp will determine whether in field repair is required or if the equipment needs to be returned to XZERES for proper repairs. In the case of in field repair, XZERES will provide the necessary replacement parts. In the case of a required return, XZERES will provide the Customer with a RA 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 entire wind generator kit within 30 days after issuance of the RA number.

XZERES Corp will be under no obligation to accept any returned wind generator that does not have a valid RA number. Customer's failure to return the wind generator within 30 days of its receipt of a RA number may result in cancellation of the RA. All parts that XZERES Corp replaces shall become XZERES Corp's property on the date XZERES Corp ships the repaired wind generator or part back to the Customer. XZERES Corp will use all reasonable efforts within five days of receipt of the defective wind generator to repair or replace such wind generator. If a warranty claim is invalid for any reason, the Customer will be charged at XZERES Corp's current rates for services performed and will be charged for all necessary repairs and expenses incurred by XZERES Corp. Service and repair of XZERES Skystream

3.7 products are to be performed only by Company-authorized service representatives, including authorized dealers and distributors, with Company-approved parts. When a warranty repair is return-shipped, the Company will pay for ground freight only, you will be charged the difference between ground freight and any expedited freight requested by you.

WHAT THE WARRANTY DOES NOT COVER. This Limited Warranty does not cover, and the Company shall not be responsible for the following, or damage caused by the following:

- (1) Equipment that was not new at the time of purchase;
- (2) Any equipment that has been altered or modified in ways not approved by the Company in advance in writing;
- (3) Depreciation or damage caused by lack of proper protection during storage, improper installation, normal wear and tear, failure to follow operating instructions, or misuse;
- (4) Natural disasters, acts of God, landslide, earthquake, lightening, flying debris, for IEC Wind Class 2 Rated Products when product is installed at sites which exceed this standard, or any other force majeure event;
- (5) Damage to equipment caused by any attempt to repair, replace, or service the equipment by persons other than Company-authorized service representatives;
- (6) Costs of normal maintenance parts and services not related to a warranty claim.
- (7) Damage sustained during unloading, shipment, or transit from the "Ship To/Destination" location shown on the XZERES Sales Order or during installation; or
- (8) Failure to perform the recommended periodic maintenance procedures listed in the Owner's Manual accompanying your XZERES Skystream 3.7 Products. The Company assumes no responsibility that the Products or Systems will be fit for any particular purpose for which you may be buying them, including the generation of any specific amount of electrical energy or the ability to meet the specific electric energy requirements of any purchaser.

Disclaimer

EXCEPT FOR THE EXPRESSED WARRANTY SET FORTH ABOVE, XZERES CORP 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. XZERES CORP 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 EXPRESS LY WAIVED BY THE CUSTOMER.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL XZERES CORP 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 XZERES CORP 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 XZERES Corp 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.