



Bat Deterrent System Warranty Statement

BAT DETERRENT SYSTEM LIMITED WARRANTY

NRG Systems (“NRG”) warrants that the System will meet the Specification for a period of two (2) years or 3000 operating hours (whichever comes first) from date of delivery, solely for the benefit of the original consumer purchaser (“Purchaser”), that the Products will not be defective and that the Services will be performed in a competent, professional and workmanlike manner. If NRG determines that the System does not meet the Specification or that the Products are defective in materials or workmanship, NRG will, at NRG’s sole option, repair or replace the System without additional charge. This warranty does not cover damage due to improper installation or use, accident or misuse, abuse, damages due to lightning or any unauthorized service, or as a result of modification by anyone other than Seller or an authorized Seller Representative. This warranty also will not apply if the instrument’s chassis is penetrated or similarly materially compromised, a sensor is broken, any cable has been severed, and/or the equipment was not adequately grounded.

NRG will make a good faith effort to repair or replace any Product which proves to be defective within the warranty period, promptly upon receipt of the Purchaser’s written notice of a warranty claim. To return a defective product, Purchaser must first contact NRG Systems, or the representative from whom the product was purchased, for an RMA (“return merchandise authorization”) number. Purchaser must also have available the serial number of the item as well as date of purchase. No System will be accepted for warranty work without an RMA number. The System must be returned, postage prepaid, to NRG with a brief description of the problem, RMA number, and a return address with phone number.

For any repaired or replaced System, the balance of the original warranty duration remains in place. All Systems that are replaced or repaired under warranty are eligible for minimum warranty of ninety (90) days, regardless of the original date of purchase.

The installation and integration of the System will require physical modifications to the wind turbine that may compromise the original equipment manufacturer’s (“OEM”) warranty. NRG does not represent or warrant that any such modifications have been approved by the OEM, and it is the Purchaser’s sole responsibility to obtain authorized modifications from the OEM. The Purchaser acknowledges and agrees that while the integration of the bat deterrent system into the wind plant SCADA system is required, NRG cannot guarantee compatibility with such wind plant SCADA system. The foregoing limited warranty is given in lieu of all other warranties, express or implied. NRG specifically disclaims all implied warranties including, but not limited to, any implied warranties of merchantability, and fitness for a particular purpose. NRG specifically disclaims any guarantee regarding the biological performance of the System, including but not limited to, any change or reduction in bat mortality.

THE ABOVE LIMITED WARRANTY EXPRESSLY EXCLUDES, AND NRG SHALL NOT BE LIABLE FOR, ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS CAUSED BY OR RELATED TO THE SELECTION, USE OF, INABILITY TO USE OR MALFUNCTION OF THIS PRODUCT. NRG’S MAXIMUM



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AGGREGATE LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE AS STATED ON THE APPLICABLE PURCHASE ORDER FROM WHICH A CLAIM AROSE.

All warranty work will be performed during normal working hours. If Buyer desires expedited warranty service, Buyer agrees to pay overtime for any warranty work performed outside of normal working hours.

Tel: 802-482-2255

Fax: 802-482-2272

Email: support@nrgsystems.com