



aiRTM

AIR PRODUCT WARRANTY

Download and complete a warranty card for your Air Breeze, Air 40 or Air 30 product or complete the online warranty application below. Customer is required to keep the original copy of their invoice should questions arise requiring reference to purchase information.

aiRTMBREEZE

aiRTM40

aiRTM30

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AIR Wind Turbine Limited Warranty

What is Covered

Primus Wind Power, Inc. ("Primus Wind Power") warrants the AIR Wind Turbine against defects in factory-supplied materials and/or factory workmanship under normal authorized use consistent with the Wind Turbine's Owner's Manual, except for the limitations set forth in this Limited Warranty. Installation of AIR Breeze Wind Turbine constitutes acceptance of the terms and conditions of this Warranty.

How Long Coverage Lasts

This Limited Warranty begins on the following dates, whichever occurs first: (i) date of installation of the Wind Turbine, or (ii) ninety (90) days after the date the original end-user purchaser ("Customer") purchased the Wind Turbine. The customer is encouraged to return the warranty registration document included with this Limited Warranty within sixty (60) days of the start of the Warranty Period. While submission of the warranty registration document does not reduce your eligibility to receive warranty service, you will be requested to provide proof of ownership satisfactory to Primus Wind Power prior to receiving warranty services. You may also visit www.primuswindpower.com/warranty to register your wind turbine online.

Limited Warranty will be provided for up to Five Years from whichever occurs first: (i) date of installation of the Wind Turbine, or (ii) ninety (90) days after the date the Customer purchased the Wind Turbine, or (iii) up to one year after the product is no longer manufactured. This Limited Warranty applies to the wind turbine only provided the owner follows the maintenance procedures outlined in the owner's manual. Should the product prove to be irreparable, Primus Wind Power reserves the right to substitute an equivalent product if available. This Limited Warranty extends to the original Customer and may not be transferred if the wind turbine is sold.

How to Register a Claim Against Warranty

If a defect arises with regard to any Wind Turbine part and a valid claim is received within the Warranty Period, Customer's sole and exclusive remedy and the entire liability of Primus Wind Power, its dealers, suppliers and affiliates under this Limited Warranty is, at Primus Wind Power's sole option, either (i) to repair free of charge the defective part, or (ii) exchange free of charge the defective part with a new or remanufactured part or wind turbine that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original wind turbine part. Repaired or exchanged wind turbine parts will be warranted for the remainder of the Warranty Period.

If you experience any problem with your AIR Wind Turbine, please contact an authorized service dealer or Primus Wind Power directly. Retain all information and documents until the problem is resolved. Your authorized service dealer can provide you with a solution and start the claims process. For best possible service, we strongly recommend registration of your product with the warranty registration materials provided with your AIR Breeze Wind Turbine. You MUST demonstrate ownership with a copy of the original receipt indicating that you are the primary owner of the wind turbine.

To find a Primus Wind Power authorized service dealer near you or to report your claim to technical support, call Primus Wind Power at (303) 342-5820 Monday-Friday 8:00AM – 5:00 PM Mountain standard time.

Warranty claims notification must include a description of the defect, the serial number of the Wind Turbine at issue, and the original purchase date in addition to the name, address, and telephone number of the party requesting warranty service under this Limited Warranty. After Primus Wind Power is notified, Primus Wind Power representatives will make all reasonable efforts via phone and email to ascertain the nature of the problem to determine whether any part is defective for purposes of coverage under this Limited Warranty. Other than normal communication carrier charges, there is no charge for such diagnosis. Any repair or replacement will be provided only after Primus Wind Power's diagnosis and its agreement to the defective condition. Certain diagnostic checks may be required to be performed by the end-user or designee at Primus Wind Power representatives' request. All claims for defect shall be deemed waived unless made in writing and delivered to your Wind Turbine dealer during the Warranty Period and not later than thirty (30) days after discovery of the defect. If Primus Wind Power representatives determine that the Wind Turbine requires service and that Customer's service request constitutes a valid claim under this Warranty, Primus Wind Power will provide warranty service, at Primus Wind Power's sole option, either (i) through an authorized dealer, with service to be performed at the servicer's location; (ii) by sending replacement Wind Turbine or parts to the Customer or (iii) by providing the Customer with a Return Merchandise Authorization ("RMA") number to authorize the Customer to ship the defective Wind Turbine or Wind Turbine parts to Primus Wind Power for service. Any Wind Turbine part(s) 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 part(s). Primus Wind Power will return to sender any Wind Turbine and/or part(s) that do not have a valid RMA number. Primus Wind Power will use all reasonable efforts to repair/replace the defective Wind Turbine and/or part(s). Repaired or replaced wind turbines and replacement parts will be delivered to the Customer at Primus Wind Power's expense. If a warranty claim is invalid for any reason, Customer may be charged at Primus Wind Power's and/or the authorized service dealer's then current rate for repair services performed. In such event, the Customer will be informed of the repair charges for prior approval, and, upon approval, will be charged for the approved repairs and return freight. If the Customer refuses to approve repair charges, return freight charges may apply. When a Wind Turbine part is replaced for a new or remanufactured part, such new or remanufactured part becomes Customer's property and the replaced part becomes Primus Wind Power's property. Customer property remaining at Primus Wind Power's repair facilities for more than ninety (90) days without required Customer approval of return freight charges, becomes the property of Primus Wind Power.

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AIR Wind Turbine Limited Warranty (continued)

Exclusions and Limitations

Primus Wind Power does not warrant that the operation of the Wind Turbine will be uninterrupted, nor does this Limited Warranty guarantee specific performance or energy production under any conditions.

This Limited Warranty does not apply to claims arising from installation of your AIR Breeze Wind Turbine at improper or deficient site locations as described in the Wind Turbine's Owner's Manual. This Limited Warranty does not cover any part that was not manufactured by Primus Wind Power, nor does it cover the costs of any repairs or adjustments to your Wind Turbine that might be needed because of the use of non-Primus Wind Power parts, components, equipment, or materials. This Limited Warranty does not apply to: (i) consumable parts; (ii) cosmetic damage, including scratches or dents unless such damage compromises the product's function; (iii) damage caused by overload, surges, use with any unsuitable power source, voltage irregularities or utility system failures that enter the Wind Turbine through the output side; (iv) damage caused by acts of God (including flood, fire, earthquake, lightning, hail damage, flying debris, wind speeds in excess of 120 mph, tornadoes, hurricanes or other cyclonic windstorms), misuse, negligence, accident, abuse, or vandalism; (v) damage due to a failure to service and maintain, and/or operate the Wind Turbine in accordance with its Owner's Manual or provided instructions; (vi) a Wind Turbine or any of its parts that has been modified to alter functionality or capability without the written permission of Primus Wind Power; (vii) any Wind Turbine part whose serial number has been removed or defaced; (viii) damage or loss to any items or products not manufactured by Primus Wind Power that are connected to, powered by, or otherwise attached to, the Wind Turbine; (ix) any expenses incurred from travel to and from the repair location, troubleshooting, diagnostic and repair services, equipment expenses, or; (x) damage due to improper installation of the Wind Turbine that is not in accordance to the owner's manual or, (xi) use of the wind turbine in wind regimes with an annual average of 18 mph (8 m/s) or greater.

Disclaimer of Warranty

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. TO THE EXTENT PERMITTED BY LAW, THIS EXPRESS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, Primus Wind Power DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF Primus Wind Power CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN, TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. Primus Wind Power does not grant

to any person or entity (including its field representatives, dealers or distributors) the authority to create for it any obligation or liability in connection with your Wind Turbine.

Limitation of Liability

EXCEPT AS PROVIDED IN THIS EXPRESS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL Primus Wind Power, OR ITS AFFILIATES, SUPPLIERS, DEALERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS (THE "RELEASED PARTIES") BE LIABLE OR RESPONSIBLE FOR, EVEN IF SUCH RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY OR FORM OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, INTERRUPTION OF OR LOSS OF BUSINESS, LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS), LOSS OF REVENUE, LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, BODILY INJURY OR DEATH. (Note: some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations may not apply to you.) 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 Wind Turbine paid by Customer.

Product Changes

Primus Wind Power reserves the right to make changes, improvements or additions to its products in the future without incurring obligations to make such changes, improvements, or additions to its products previously manufactured. Occasionally, a product change, improvement or addition will be made that either prevents future failure of a product or part or eliminates a safety hazard. Primus Wind Power will then issue a field change order to correct this problem. Installation of the mandatory field change order must be done within thirty (30) days of field change order issuance or this Limited Warranty will be void should failure occur as a result of not installing said parts. Primus Wind Power reserves the right to change the terms of this Limited Warranty in the future without incurring any obligations to make the changed terms applicable to products previously manufactured.

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AIR Wind Turbine Limited Warranty (continued)

Additional Terms that Govern this Limited Warranty

Each of us (i) agrees that all actions and proceedings relating directly or indirectly to this Limited Warranty shall be litigated in state or federal courts located in Jefferson County, Colorado; (ii) consents to the jurisdiction and venue of any such court and consents to service of process in any such action or proceeding by personal delivery or any other method permitted by law; and (iii) waives any and all rights either of us may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding. WE FURTHER EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO, THESE TERMS AND CONDITIONS. We further agree that this Limited Warranty may not be extended, altered or waived except in writing signed by an authorized officer of Primus Wind Power. ANY ACTION FOR BREACH HEREUNDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. Primus Wind Power shall be entitled to recover legal fees, costs and expenses in defending and enforcing this Limited Warranty against Customer and others. This Limited Warranty shall be construed and enforced in accordance with the laws of the State of Colorado without regard to conflicts of laws.