

LIMITED FIVE-YEAR WARRANTY

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LIMITED FIVE-YEAR WARRANTY

Limited Five-Year Warranty for Parts Produced by Flower Turbines:

A "Limited Five-Year Warranty" ("Warranty") refers to a warranty provided by Flower Turbines ("Company") for its Vertical Axis Wind Turbines ("Product"), which guarantees coverage against defects in material and workmanship for five years from the original date of purchase of the Product. This means that for as long as the original purchaser ("Customer") owns and uses the Product in accordance with the user manual and guidelines, Flower Turbines will repair or replace any components that fail due to manufacturing defects or faulty workmanship during normal use. The Limited Five-Year Warranty, however, does not cover damages resulting from misuse, improper installation, natural disasters, or unauthorized modifications. The coverage is exclusively available to the original Customer and is subject to the terms and conditions outlined in this warranty agreement.

1. Warranty Coverage:

Flower Turbines offers a Limited Five-Year Warranty for its Vertical Axis Wind Turbines for the parts we produce to the original purchaser. The Warranty covers any defects in material or workmanship that may arise during the normal use of the Product.

Parts that Flower Turbines purchases assume the warranty that the supplier offers:

- Generator - 1 year
- Inverter - 1 year
- Bearings - dependent on the size of the turbine

This Limited Five-Year Warranty applies to the remaining parts of the Product, provided the Customer follows the maintenance procedures outlined in the owner's manual. Should the product prove to be irreparable, Flower Turbines 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.

2. Duration of Coverage:

The Warranty coverage will be valid for five years if the original Customer owns and uses it in accordance with the Product's user manual and guidelines.

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This Limited Five-Year Warranty begins on the date the original end-user or Customer purchased the Wind Turbine. To be eligible for service under this Warranty, the Customer MUST retain the original purchase receipt.

3. Installation of Turbines

The installation instructions provided must be followed correctly. Any wiring must be done by a licensed electrician. It is the Customer's responsibility to retain proof of the electrical installation for warranty purposes. Flower Turbines is not responsible for installation performed by a third party. The customer should also retain records of other installers.

4. How to Register a Claim Against a Warranty:

In the event of a defect covered by this Warranty, the Customer must follow these steps to register a claim:

- Contact Flower Turbines' Customer Support team through the designated communication channels: support.us@flowerturbines.com or support.eu@flowerturbines.com, depending on the purchase location.
- Provide a detailed description of the issue, to include:
 - Product Serial Number.
 - Name and surname, address, email address and telephone number of the party requesting warranty service under this Limited Five-Year Warranty.
 - Duration of operation of turbine/s.
 - Exact date of disturbance.
 - Detailed description of defects and corresponding test results that have been generated during troubleshooting.
 - Installation pictures – details of the installation location and surroundings.
 - Video or photographs of damaged turbines if requested.
- After Flower Turbines is notified, Company representatives will make all reasonable efforts via phone and/or email to ascertain the nature of the problem to determine whether any part is defective for purposes of coverage under this Warranty.

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- Certain diagnostic checks may be required to be performed by the end-user or designee at a Flower Turbines representative's request.
- A Flower Turbines' representative will provide the final solution according to the description provided by the Customer and the results of the troubleshooting. Other than normal communication carrier charges, there is no charge for such diagnosis.
- If Flower Turbines' representatives determine that the Product requires service and that the Customer's service request constitutes a valid claim under this Warranty, Flower Turbines will provide warranty service, at Flower Turbines' sole option, either (i) through an authorized dealer, with service to be performed at the servicer's location; (ii) by sending a replacement Product or parts to the Customer. or (iii) by providing the Customer with a Return Authorization ("RA") number to authorize the Customer to ship the defective Product or Product parts to Flower Turbines for service.
- Any Product 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) and shipping insurance. Flower Turbines will return to sender any Product and/or part(s) that do not have a valid RA number.
- Any repair or replacement will be provided only after Flower Turbines' diagnosis and its agreement to the defective condition. All claims for defect shall be deemed waived unless made in writing and delivered to Flower Turbines during the five-year Warranty Period and not later than thirty (30) days after discovery of the defect.
- Flower Turbines will use all reasonable efforts to repair/replace the defective Products and/or part(s). Repaired or replaced Products and replacement parts will be delivered at the expense of the Customer.
- If a warranty claim is invalid for any reason, the Customer may be charged at Flower Turbines' then-current rate for repair services performed. In such an 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 before repairs commence. If the Customer refuses to approve repair charges, return freight charges may apply.
- When a Product part is replaced for a new or remanufactured part, such new or remanufactured part becomes the Customer's property, and the replaced part becomes Flower Turbines' property. Customer property remaining at Flower Turbines' repair facilities for more than ninety (90) days without required Customer approval of return freight charges, becomes the property of Flower Turbines.

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5. Exclusions and Limitations:

The Warranty shall not apply to the following situations:

- Damage caused by improper installation, maintenance, modification, or use of the Product not in accordance with the user manual and guidelines provided by Flower Turbines.
- Unauthorized replacement of parts.
- The blades of our Product are a representation of our Company's commitment to quality and design. Any alterations, modifications, or changes to the appearance of the blades, including painting, engraving, or other forms of customization, may result in the warranty being voided or not being allowed. We recommend using our product as intended to ensure its performance, safety and longevity.
- Damage resulting from natural disasters, accidents, misuse, abuse, negligence, or unauthorized modifications.
- Normal wear and tear, including cosmetic deterioration that does not affect the Product's performance.
- Damage due to exposure to harsh environmental conditions, such as extreme weather, chemicals, or corrosive substances.
- Any Product that has been moved from its original installation location without prior written approval from Flower Turbines.

6. Disclaimer of Warranty:

Except for this Limited Five-Year Warranty, Flower Turbines makes no other warranties, express or implied, with respect to the Product.

7. Limitation of Liability:

Under no circumstances shall Flower Turbines be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with the use or performance of the Product, even if Flower Turbines has been advised of the possibility of such damages. In any event, Flower Turbines' total liability shall not exceed the original purchase price paid for the Product.

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8. Product Changes:

Flower Turbines reserves the right to modify or discontinue the Product model covered by this Warranty at any time without prior notice. If the Product model is no longer available, Flower Turbines will replace it with an equivalent model with similar functionality.

9. Additional Terms That Govern this Limited Five-Year Warranty:

- This Warranty is only valid for Products purchased directly from Flower Turbines or authorized distributors.
- The Warranty is non-transferable and only applies to the original Customer and declared location.
- Flower Turbines may request proof of proper installation, maintenance, and use before processing any Warranty claims.
- The Customer is responsible for any shipping costs incurred during the Warranty claim process.
- Flower Turbines requires you to make the installation inaccessible to unauthorized people, whether they be children, neighbors, tenants, etc. Flower Turbines recommends you build a chain-link fence or enclosure around the wind turbines to prevent any damage to persons or property and place a warning sign. Another solution is to place them on a roof for which only limited, authorized, and insured people have a key.
- The Customer acknowledges and agrees that it is their sole responsibility to include the Product on their property insurance policy. Flower Turbines shall not be held liable for any damages or losses to the Product or any third-party property that may occur due to accidents, natural disasters, or any other unforeseen events. By accepting this Limited Five-Year Warranty and using the Product, the Customer agrees to indemnify and hold Flower Turbines harmless from any claims, costs, damages, or liabilities that may arise due to the absence of proper property insurance coverage for the Product.
- The Customer must follow all normal maintenance and prevention procedures for any turbine, plus any specific items supplied in the delivery documentation. Costs of maintenance are the customer's responsibility. Standard maintenance includes greasing bearings every two to three years.
- Aluminum parts naturally oxidize from salty air, changing the appearance to have a white color. This is not a defect or corrosion, but a naturally occurring process, and cannot be considered a warranty claim.

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- Products purchased for use near bodies of salt water or within 10 miles of the ocean must be declared upon purchase, as corrosion protection needs to be added at the Customer's expense. Should the Customer choose not to add corrosion protection, the Warranty will automatically become void.

For any questions or clarification regarding this Limited Five-Year Warranty, please contact Flower Turbines' Customer Support team.

Please note that this Warranty document is a legal agreement between the Customer and Flower Turbines.

All claims must be settled through arbitration. If the buyer disagrees over Flower Turbines' performance under the terms of this warranty, the buyer may submit the matter for resolution to a nationally recognized arbitration agency. The buyer is required to submit any dispute for resolution under this paragraph to pursue any legal remedies to which he or she may be entitled.

All warranty guarantees are subject to the laws of the United States, state of New York, county of Nassau. Any legal action in the US must be conducted through binding arbitration through an arbitrator either acceptable to both parties or chosen by the American Arbitration Association.

