



LIMITED WARRANTY

(a) 2G Energy Inc. ("2G Energy") warrants that all products sold by it for installation or use in North America shall be free from material defects in design, materials, and workmanship for the applicable warranty period provided below. The foregoing warranty is transferable and applies to the initial and each subsequent owner of the warranted product (an "Owner"). The "warranty period" for all new 2G branded, combined heat and power ("CHP") systems, is the shorter of twelve (12) months (8000 operating hours) from the date of commissioning, or eighteen (18) months from the date the *ready for shipment notification* was provided by 2G Energy to the initial Owner. For all other products (including spare parts, but excluding wear and tear components and consumables) the "warranty period" is twelve (12) months from the earlier of the date of delivery to the initial Owner or the date the *ready for shipment notification* was provided by 2G Energy to the initial Owner, provided that if such products were sold and utilized in conjunction with 2G Energy's provision of Services (as defined below), the twelve (12) month warranty period shall commence when the products at issue were first used in the performance of such Services. Wear and tear components are defined as components with an expected lifespan that is less than the length of the applicable warranty period, such as compensators, exhaust components, single-use screws, washers and fasteners, gaskets, o-rings, sealing materials, all electrochemical sensor, and all rubber components and consumables are defined as consumable and maintenance materials, such as filters, fluids, grease, gauges, light bulbs, fuses, switches, and the like.

(b) If 2G Energy is engaged to provide installation, maintenance or repairs services (collectively "Services"), 2G Energy warrants for a warranty period of ninety (90) days from the completion of the Services, that such Services were performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services using personnel of required skill, experience and qualifications. The warranty for Services is not transferable and applies only to party with whom 2G Energy contracted to provide the Services.

(c) 2G Energy shall not be liable for a breach of warranty unless: (i) Owner gives written notice of the defect or breach to 2G Energy within ten (10) days after the date when Owner first discovers or should have discovered the defect or breach, and in any event prior to the lapse of the applicable warranty period; and (ii) Owner adheres to this limited warranty and 2G Energy's then current warranty claims process ([found HERE.](#))

(d) In the event of a valid warranty claim for defective product, 2G Energy shall, in its sole discretion, either: (i) repair or replace the defective product, or (ii) credit or refund the price paid to 2G Energy by the original Owner of such item provided that, if 2G Energy so requests, Owner shall, at its own expense, return such item to 2G Energy. In the event of a valid warranty claim for defective Services, 2G Energy shall, in its sole discretion, either: (i) re-perform the Services at issues or (ii) credit or refund the price paid to 2G Energy for such Services. Defective Products and Services that are repaired, replaced, or re-performed under warranty shall be warranted in accordance with this limited warranty for the balance of the original, applicable warranty period or ninety (90) days after completion, whichever is longer. 2G Energy reserves the right to use redesigned or reconditioned parts or components to effect warranty repairs or replacements.

(e) 2G Energy shall not be liable for a breach of the product warranty: (i) if the damage or defect results from neglect or failure to comply with the technical instructions of 2G Energy or the applicable original equipment manufacturer of any product; (ii) if the CHP system or any product has been modified, changed or altered by anyone other than 2G Energy; (iii) if the CHP system or product is improperly installed, and 2G Energy neither provided the installation support services, nor approved the installation; (iv) if the CHP system or product is improperly operated, neglected, not correctly serviced, and/or used in any way other than as contemplated by its specifications or the applicable manufacturer's guidelines; (v) if the damage or defect is caused by contaminated fuel (fuel quality below minimum characteristics for fuel gases), glycol/coolant (e.g. all coolant related defects are wear and tear), fire, flood, wind, lightning, grid interconnection instability, or similar occurrences; or (vi) the CHP system or product is installed or used outside of North America. Owner is responsible to provide fuel analysis reports. Wear and tear components and consumables (including those embedded in a CHP system) are excluded from warranty coverage. Any costs arising from rigging or labor required to gain access to the CHP system or any component for the purpose of product warranty repairs, are also excluded from this warranty. If any of the Owner's warranty claims fall within any of the above exceptions, then 2G Energy's limited warranty shall become immediately null and void and shall be of no further force or effect with respect to such CHP systems or products, and Owner shall pay 2G Energy's costs of investigating and identifying the problem, and 2G Energy's expenses to repair or correct the problem, based on 2G Energy's then-current service fee schedule.

(f) THE EXPRESS WARRANTIES AND REMEDIES STATED IN THIS LIMITED WARRANTY DOCUMENT CONSTITUTE THE ONLY WARRANTIES OF 2G ENERGY, AND THE ONLY REMEDIES AVAILABLE TO OWNER FOR BREACH THEREOF, AND 2G ENERGY SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND/OR AGREEMENTS INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL WEAR AND TEAR COMPONENTS AND CONSUMABLES ARE SOLD AND PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND.

(g) IN NO EVENT SHALL 2G ENERGY BE LIABLE FOR SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS OF USE, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH LOSS.

(h) THE TOTAL AGGREGATE LIABILITY OF 2G ENERGY ARISING OUT OF OR RELATING TO THE CHP SYSTEM AND COMPONENTS OR THE PROVISION OF OR FAILURE TO PROVIDE SERVICES SHALL NOT EXCEED THE TOTAL PURCHASE PRICE PAID BY THE ORIGINAL OWNER TO 2G ENERGY FOR THE SPECIFIC PRODUCT OR SERVICE AT ISSUE.

(i) THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT LIMIT LIABILITY FOR PERSONAL INJURY OR DEATH TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.