

# **JACOBS<sup>®</sup>** WIND SYSTEMS *Limited Warranty*

The **JACOBS<sup>®</sup>** 10 - 20 kW Wind Energy Systems carry a one year limited product warranty (extendable up to 5 years with same terms) to the original purchaser beginning upon the date of installation or ninety (90) days after shipment from the factory, whichever comes first. This warranty covers the **JACOBS<sup>®</sup>** Wind Turbine, Controls and Tower (exclusive of foundation and wiring).

This limited warranty extends only to material and workmanship provided or recommended by Wind Turbine Industries Corp. Use of components not sold by Wind Turbine Industries Corp. voids this warranty. This warranty does not cover installation by the Dealer or any other party as regarding installation materials, components, workmanship, or installation design. These installation related items are covered by a Limited Installation Warranty when purchased from an authorized Jacobs Dealer. Service or Installation by anyone other than an authorized Jacobs Dealer voids this warranty.

Warranty coverage is extended only to customers who complete and submit a product registration form to Wind Turbine Industries Corp. within 30 days of receiving product. Submission of photographs and any applicable permit and or inspection documents are required after installation to initiate warranty coverage.

#### ITEMS NOT COVERED BY THIS WARRANTY INCLUDE:

- ABUSE, MISUSE OR VANDALISM.
- WINDSTORM, LIGHTNING AND HAIL DAMAGE OR ANY OTHER INSURABLE LOSS UNDER STANDARD FIRE AND EXTENDED COVERAGE POLICIES GENERALLY AVAILABLE FOR ENDORSEMENT TO THE WIND SYSTEM CONSUMER.
- TOWER SYSTEM FOUNDATIONS.
- ALL ACTS OF GOD, INCLUDING TORNADOES AND ALL OTHER CYCLONIC WINDSTORMS.
- DAMAGE DUE TO VOLTAGE IRREGULARITIES, INCLUDING LIGHTNING OR UTILITY SYSTEM FAILURES THAT ENTER INTERTIED JACOBS SYSTEMS FROM THE OUTPUT (GRID) SIDE.
- DAMAGE DUE TO FAILURE TO PERIODICALLY SERVICE AND MAINTAIN SYSTEM IN ACCORDANCE WITH INSTRUCTIONS FURNISHED BY JACOBS.

This warranty is not applicable to any component which, in the opinion of the manufacturer, have been subject to overload, mechanical abuse, improper installation, use with any unsuitable power source, or any other non-warranty condition.

In the event that any component part of the system covered under this warranty should prove defective, it will be repaired or replaced free of charge F.O.B. our factory upon the prepaid return to:

Wind Turbine Industries Corp.  
16801 Industrial Circle S.E.  
Prior Lake, Minnesota 55372

Written notice of any defect must be given upon discovery of the defect to the local authorized Jacobs Dealer, or by mail written notice by certified mail to the Wind Turbine Industries Corp. The consumer making the warranty claim shall pay any applicable Dealer Services charges or taxes.

Wind Turbine Industries Corp. reserves the right to make changes or improvements in its products in the future without incurring obligations to make these changes and improvements to products previously supplied. Occasionally a product improvement will be made that either prevents future failure of apart/component or eliminates a safety hazard. Jacobs will then issue a Field Change Order to correct this problem. Installation of the mandatory Field Change Order must be done within 30 days of issue or the warranty will be void should failure occur as a result of not installing said parts or components.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IMPLIED WARRANTIES REQUIRE BY LAW ARE LIMITED TO THE STATED DURATION OF THIS LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Wind Turbine Industries Corp. reserves the right to change the terms of this warranty in the future without incurring any obligations to make the reserved terms applicable to products previously supplied.

WIND TURBINE INDUSTRIES CORP. IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.