

LIMITED WARRANTY

BUYER: GE Fuel Cells LLC PROJECT: 15-004
PRODUCT: TF-618 IR Furnace SHIPMENT DATE: 2/05/2016
SERIAL NUMBER: 2015260 STARTUP DATE: 2/19/2016

	EQUIPMENT	WARRANTY PERIOD
✓	IR Continuous Belt Furnaces & Dryers	Checkout/Startup by Seller: Twelve (12) months from date of initial startup, in no event exceeding 15 months from date of shipment.
	Refurbished Equipment, Cooling systems & Controls Upgrades	Checkout/Statup by others: Twelve (12) months from date of shipment. Furnace Warranty Expires: 02/20/2017 .
✓	Aftermarket Parts & Consumables	Sixty (60) days from date of shipment.

TP Solar, INC. (SELLER) warrants that during the Warranty Period the original SELLER supplied Equipment shall conform to its specifications and be free from defects in material and workmanship. This warranty is only applicable to the original system and components under normal use and service, and excludes damage due to misuse, chemical attack, wear and tear from abrasion or corrosion. Consumables such as filters, fuses, lamps, and thermocouples shall be expressly excluded from this warranty, except to the extent SELLER is notified a failure of any consumable item within the first 60 days from shipment of the furnace from SELLER.

During the Warranty Period SELLER will at its option, repair or replace the defective part provided (1) BUYER promptly notifies SELLER of any claimed defect, (2) BUYER receives return authorization and returns the product to SELLER for inspection, and (3) the Product is determined by SELLER to be defective and the remedy the responsibility of SELLER. Minor deviations from the specifications shall not constitute defects or non-conformance.

No parts shall be received by SELLER without SELLER prior written authorization. If SELLER determines that the warranty does not apply, BUYER will be responsible for any repair or replacement costs and all associated freight charges.

BUYER shall bear the cost of return of any materials, components and equipment to SELLER. SELLER shall bear the cost of non-expedited shipping to BUYER of parts and materials replaced under this warranty. When a SELLER representative visits BUYER's facility for warranty work, BUYER shall only reimburse related normal and customary travel and lodging expenses.

Unless otherwise specifically authorized in advance, payment of charges incurred by others shall not be borne by SELLER. In any event, approved charges shall be limited to the cost SELLER would have reasonably incurred had the equipment been returned to its plant for correction. SELLER will not accept any back charges for field corrections made without its prior written approval and instructions.

These warranties will not apply if the equipment or any components thereof have been subject to:

- (1) operation, maintenance, overhaul, installation, storage or use which is improper or not in accordance with SELLER's instructions;
- (2) any alteration modification, or repair by anyone other than SELLER or its authorized representative;
- (3) any accident, misuse, neglect, or negligence after shipment; or
- (4) damage due to uncontrollable external events or acts of God.

SELLER's LIABILITY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE EQUIPMENT FOUND TO BE DEFECTIVE AT SUCH LOCATION AS MAY BE DETERMINED IN THE SOLE DISCRETION OF SELLER. ALL WORK UNDER THIS WARRANTY SHALL BE PERFORMED DURING NORMAL WORKING HOURS. ALL REPLACEMENT PARTS, WHETHER NEW OR REMANUFACTURED, ASSUME AS THEIR WARRANTY PERIOD ONLY THE REMAINING TIME PERIOD OF THIS WARRANTY.

All payments must be made according to the agreement terms to activate this warranty. Warranties will commence for the remainder of the original Warranty Period upon late receipt of any balance due SELLER.

LIMITATION OF LIABILITY. In no event will SELLER's liability to BUYER for any and all claims, including property damage and personal injury claims, allegedly resulting from breach of contract, tort, or any other theory of liability exceed the amount of the contract purchase price paid to SELLER. THE EXPRESS WARRANTIES MADE HEREIN ARE EXCLUSIVE AND ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL TP SOLAR, INC BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (SUCH AS SPECIAL OR INDIRECT) NOR FOR ANY LOSS OF PRODUCTION OR OTHER LOSSES arising out of, resulting from, or in any way connected with its work, the performance of the Equipment, any failure of the Equipment or any breach of the agreement.