

CLEAN ENERGY **STANDARD WARRANTY**

With respect to all services performed by CE pursuant to the Agreement, for a period of one (1) month from the date of performance of such services (the "Warranty Period"), CE warrants to Customer that the services shall be free from defects in workmanship (the "Warranty").

If Customer gives CE prompt written notice of breach of this Warranty during the Warranty Period, CE shall, at its sole option and as Customer's sole remedy, either re-perform the service (Customer to provide CE with unencumbered access to the premises and equipment) or refund the purchase price therefore. Customer shall bear the costs of access for CE's remedial Warranty efforts (including removal and replacement of systems, structures or other parts of Customer's facility), de-installation, re-installation and transportation of the parts to CE and back to Customer. If CE determines that any claimed breach is not, in fact, covered by this Warranty, Customer shall pay CE its then customary charges for any re-performance completed by CE, or, in the event CE refunded Customer the purchase price, Customer shall return the purchase price to CE. CE's warranty is conditioned on Customer (a) operating and maintaining the applicable work in accordance with CE's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to CE. CE's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by CE). Warranty repair or replacement shall not extend or renew the applicable Warranty Period.

With respect to materials or equipment provided by CE to Customer pursuant to the Agreement, CE hereby assigns to Customer, to the extent assignable, any warranties made to CE by the applicable manufacturer or supplier, and CE shall have no other liability to Customer related to the supplied materials or equipment under warranty, tort or any other legal theory.

THE WARRANTIES SET FORTH HEREIN ARE CE'S SOLE AND EXCLUSIVE WARRANTIES. CE MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.