

V-Blox Corporation 36-Month Money Back Guarantee

For any metered location to be eligible for this Money Back Guarantee (“Guarantee”), Buyer must have a minimum of twenty-four (24) months billing history for that metered location and comply with all stipulations herein.

This Guarantee is provided by V-Blox Corporation (“Manufacturer”). Manufacturer guarantees the Buyer a full refund, minus realized electric utility savings, if the Buyer is not satisfied with the performance of the V-Blox system. This Guarantee is limited to the original purchaser at the premise(s) of installation. This Guarantee is limited to 1) installation configurations which install directly on the main electrical panel(s), all electrical sub-panels, and all unprotected equipment disconnects and are configured to meet Manufacturer's requirements for Guarantee or 2) installations performed by Seller's designated and certified installer. This Guarantee is also limited to a thirty-six (36) month period from the date installation and shall not exceed the cost of the V-Blox system paid to Seller. The V-Blox system may or may not include a capacitor system manufactured and/or distributed by V-Blox Corporation or its distributors and is considered to be part of the V-Blox system. The cost of the system purchased is limited only to the V-Blox System and does not include labor, shipping, soft costs of products sold or services. Any claim related to this Guarantee must be filed within sixty (60) days of the expiration of the thirty-six (36) month term that begins when the installation is completed. Claims must be submitted to Manufacturer by certified mail. Buyer acknowledges and understands that any valuation of units of consumption and determination of replacement value thereof will be in accordance with Buyer's utility rate plan. At Manufacturer's sole discretion, Manufacturer may select three monthly billing cycles per year from the thirty-six (36) month period of use covered by this Guarantee as a representation of consumption reduction analysis and as a determination of the amount of refund, if any. Manufacturer reserves the right to conduct a comprehensive audit of Buyer's electrical utility agreement and billing for the period of use preceding installation (not to exceed five years) and requires Buyer to make available billing history (records) for the twenty-four (24) month period preceding installation and for the thirty-six (36) month period of use of the V-Blox® system. Buyer agrees that any inaccuracies in billing or credits derived from audit may be fully added and factored in consideration of consumption reduction performance valuation. Buyer agrees to compensate Seller with a commission rate of 35% valuation of any credits recognized and awarded by the utility company in excess of the system price. In the event that Buyer has entered into a lease agreement to secure the items in this Agreement, Buyer must make timely payment of all remaining lease obligations to make any claim under this Guarantee, and must show proof that all lease payments prior to claim were made in a timely manner to qualify for this guarantee. If the system is leased, said lease company would receive the entire refunded amount not to exceed the payoff amount. If there is an excess above the lease payoff the customer would receive the difference.

To request a refund Buyer must submit all of the following to Manufacturer within sixty (60) days of the expiration of the thirty-six (36) month period of use covered by this Guarantee. All information must be contained in a single package and sent by return receipt certified mail. All requested letters must be on company letterhead and signed by an officer of the company or owner.

- Electricity utility bills for 24 months preceding installation of system
- Electricity utility bills for 36 month period of use following installation of system covered by this Guarantee
- Copy of purchase agreement, front and back side, if applicable
- Copy of warranty confirmation of installation completion (provided by Manufacturer upon receipt of warranty registration)
- Notarized letter disclosing dates and details of any changes in square footage, hours of operation, or equipment used, or stating no significant changes. This letter must also attest that no V-Blox system(s) have been disabled, reset, or disconnected during the claim period.
- Buyer must provide all of the following items to be used to determine if there has been a variance in electricity use: 1) gross sales and/or rents 2) gross production 3) gross transactions, and/or 4) any other variable(s) that impact electricity consumption, if such factor exists. This information must be provided in monthly format for a period of twenty-four (24) months preceding the date of installation and for the period of use covered in this Guarantee – thirty-six (36) months from the date installation is completed.
- Cover letter making statement of reason for refund
- Lease - proof of timely lease payments and payoff letter from leasing company.
- Letter of agency to contact utility company and obtain billing and contractual information.

Buyer shall not be entitled to request a refund under this Guarantee until conclusion of the thirty-six (36) month period from date of installation completion.

Upon receipt of the items above, Manufacturer will conduct an analysis to determine the amount of refund, if any. Manufacturer will provide Buyer with the final determination of any monies due to Buyer in relation to such refund (in the form of a fax or letter) within 60 days of the receipt of refund request. Once the determination is presented to the Buyer, the Buyer may withdraw their request for refund and keep the system. If the Buyer accepts the determined refund, the buyer must remove the V-Blox system and return to V-Blox all units that are listed on the warranty confirmation form. All units must be returned undamaged, and in working resalable order. Once all units are received in satisfactory condition as determined by Seller, the seller will issue to Buyer a refund check for the amount of purchase minus realized savings. Manufacturer at its sole discretion may elect to issue a refund and allow the Buyer to keep the V-Blox system. If this occurs, any and all warranties, guarantees and liability pertaining to the system are null and void. Furthermore if the Buyer receives a refund and is allowed to keep the system the purchaser agrees to indemnify V-Blox Corporation, its distributors, officers, directors, assignees, and representatives from any and all liability for any claim pertaining to the V-Blox System.

Factors used in the analysis of utility use reduction will be the 24 month period preceding installation and the 36 month period of use following installation and may include but not be limited to:

- Atmospheric and weather conditions
- Average temperatures per locale of installation
- Changes in actual consumption by customer due to increased/decreased operations, production hours, equipment capacity, load capabilities, electrical equipment grounds, operational changes, equipment changes, moves or additions

To request a refund contact: V-Blox Corporation 13291 Vantage Way Suite 108, Jacksonville, FL 32218