

## SolaRack Limited Product Warranty

This warranty is for SolaRack “products” manufactured after June of 2018, SolaRack ® provides the following warranties, for the products installed according to our installation manual on the proper roofing structure that the product was designed for: SolaRack Inc. (“SolaRack”), warrants to the buyer (Buyer”) at the original installation site, (“product”) shall be free from defects in material and workmanship which substantially impair their ability to perform their intended function, for a period of Twenty five (25) years, except for anodized finish (“Finish Warranty”), which finish shall be free from visible peeling, cracking or chalking under normal atmospheric conditions for a period of five (5) years, from the 1) The date the installation of the product at the site is substantially completed, or 2) 60 days after the initial purchase of the products from SolaRack.

### **This warranty does not cover the following:**

- 1) Any defect that has not been reported to SolaRack in writing within the warranty periods set above and or within 60 days after discovery of such defect.
- 2) PV modules, electrical components and or wiring used in conjunction with the product or any other materials not provided by solarack.
- 3) Goods that are sold by SolaRack, which are not designed or manufactured by SolaRack.
- 4) Damage to the product that occurs during its shipment, storage, installation or majeure acts including fire, flood, earthquake, storm, hurricane or other natural disaster, war, terrorist activities, acts of foreign enemies and criminal acts.
- 5) Normal wear, or damage, resulting from misuse, overloading, improper installation.
- 6) Installation of the product is not performed according with SolaRack® written installation manual (guide), or if the product has been modified, repaired, painted or reworked in a manner not previously authorized by SolaRack in writing, or if the product is consequential, contingent or incidental damages arising out of the use of the product by any circumstances.

The “Finish Warranty” does not apply to surface oxidation or any foreign residue deposited on the finish, or to all installation in corrosive atmospheric conditions (at SolaRack® sole discretion). The “Finish Warranty” is VOID if the practices specified by AAMA 609 & 610-02 “Cleaning and Maintenance for Architecturally Finished Aluminum”, or ASTM A780/A780M-09 “Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coating” as applicable, are not followed.

If within the specified Warranty periods the “Products” shall be reasonably proved to be defective, then SolaRack shall correct the defect by repair, replacement, or credit at SolaRack’s sole discretion. Refurbished products may be used to repair or replace the defective components. Transportation, installation, or any other costs associated with product repayment are not covered by these warranties and are not reimbursable. Such repair or replacement shall completely satisfy and discharge all of SolaRack’s liability in respect to these warranties.

A formal document providing the purchase location, installation address and purchase date of the “Product” is required with any warranty claim.

### **Transfer of Warranty**

This “Limited Warranty” is transferable with respect to products purchased and manufactured by SolaRack to a new owner of the entire photovoltaic system, in which SolaRack products are originally installed, provided that such product remains intact in its original place of installation. Any subsequent owner must agree in writing to be bound by the terms of this SolaRack Limited Warranty document. Change in ownership of the Products or assignment of this Limited Warranty will not cause the warranty periods above to reset.

Except as set forth above, SolaRack® sell products on “AS IS” basis, which may not be free of errors or defects, AND ALL EXPRESS OR IMPLIED REPRESENTATION AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, QUALITY, WORKMANSHIP, EFFORT, CORRESPONDENCE TO DESCRIPTION, DESIGN, TITLE OR NON- INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE PRACTICE, ARE HEREBY DISCLAIMED.