



SOLAR MOUNTING SOLUTIONS LLC

Limited Warranty

What is Covered

SOLAR MOUNTING SOLUTIONS LLC, a New York limited liability company ("SOLAR MOUNTING SOLUTIONS") with its principal place of business located at 75 Pierces Road, Newburgh, New York 12550, hereby warrants to the original retail purchaser ("Purchaser") of SOLAR MOUNTING SOLUTIONS' solar module rack products, manufactured by SOLAR MOUNTING SOLUTIONS ("Products") that the structural components of the Products will be free from substantial defects in material and workmanship and that Product finish will be free from visible peeling under normal atmospheric conditions while the Products are installed at their original installation site provided that the Products were installed in accordance with SOLAR MOUNTING SOLUTIONS' written installation instructions.

For How Long

The Warranty covering the structural components of the Products and Powder Coating is made for twenty five (25) years, from the earlier of (i) the date the installation of the Products is completed, or (ii) thirty (30) days after the purchase of the Products by the original Purchaser.

What We Will Do

SOLAR MOUNTING SOLUTIONS will, at its sole option, either repair or replace any Products or components of the Products that fail to meet the performance standards set forth in this Warranty on an exchange basis without charge. If SOLAR MOUNTING SOLUTIONS is unable to repair or replace a defective Product or component within a reasonable time, SOLAR MOUNTING SOLUTIONS will, at its sole and exclusive option, either replace the defective Product or component with a functionally equivalent Product or component without charge or refund the original price paid for the defective Product or component.

These are your sole and exclusive remedies for any breach of warranty.

What We Will Not Do

SOLAR MOUNTING SOLUTIONS does not warrant that the Products will meet any specification, needs, or requirements that are not expressly set forth in the SOLAR MOUNTING SOLUTIONS technical product documentation.

This Warranty does not cover damage to the Products that occurs during shipment, storage, or installation. This Warranty shall be VOID if the Product is not installed in accordance with SOLAR MOUNTING SOLUTIONS' written installation instructions, if the Products are installed in an environment for which they were not designed, or if the Products have been modified, repaired, or reworked in a manner not previously authorized by SOLAR MOUNTING SOLUTIONS in writing.

FAILURE TO COMPLY WITH SOLAR MOUNTING SOLUTIONS' INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE PURCHASER OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE.

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SOLAR MOUNTING SOLUTIONS' Warranty covers only the Products and components provided by SOLAR MOUNTING SOLUTIONS. SOLAR MOUNTING SOLUTIONS makes no warranties or representations regarding any items or material provided by third parties. ANY IMPLIED WARRANTIES COVERING PRODUCTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. SOLAR MOUNTING SOLUTIONS SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM ANY BREACH OF THESE WARRANTIES, EVEN IF SOLAR MOUNTING SOLUTIONS OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no case shall SOLAR MOUNTING SOLUTIONS' liability exceed the purchase price paid for the defective Products or defective components.

How to Make a Warranty Claim

If Purchaser believes that it has a claim for repair or replacement under this Warranty, Purchaser must notify SOLAR MOUNTING SOLUTIONS' Warranty Service Department immediately in writing, and in no case more than one (1) year after the defect or other basis of a claim covered by this Warranty is discovered or should have been discovered. Notwithstanding the foregoing, the Purchaser's notification for any and all such claims shall not be received by SOLAR MOUNTING SOLUTIONS less than thirty (30) days of the end of the applicable warranty period to initiate the warranty claim process. All warranty claims shall be addressed to: SOLAR MOUNTING SOLUTIONS LLC, Warranty Service Department, 75 Pierces Road, Newburgh, New York 12550. Any claim under the above Warranty must include proof of the date the Product installation was completed or the date of original Product delivery, such as a copy of Purchaser's receipt or invoice.

Other Conditions

This Warranty allocates risks of product failure between Purchaser and SOLAR MOUNTING SOLUTIONS. The Warranty set forth above is in lieu of all other express warranties, whether oral or written. The agents, employees, distributors and dealers of SOLAR MOUNTING SOLUTIONS are not authorized to modify this Warranty or to make additional warranties binding on SOLAR MOUNTING SOLUTIONS without the prior written consent of SOLAR MOUNTING SOLUTIONS. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by SOLAR MOUNTING SOLUTIONS and should not be relied upon as a warranty of SOLAR MOUNTING SOLUTIONS. SOLAR MOUNTING SOLUTIONS' product pricing reflects this allocation of risk and the limitations of liability in this Warranty.

No action for any breach of this Warranty may be commenced more than one (1) year following the expiration date of the above warranties.

General Provisions

- (i) This Warranty is to be binding upon SOLAR MOUNTING SOLUTIONS and the Purchaser.
- (ii) Should any provision of this Warranty be deemed unenforceable by a court of competent jurisdiction, the determination will not affect the enforceability of the remaining provisions.
- (iii) This Warranty is to be governed in accordance with the laws of the State of New York, without regard to conflicts of laws principles.

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