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**LIMITED WARRANTY:** Customer understands that warranties for modules, inverters, and mounting system are provided by original equipment manufacturers ("OEM Warranties") and Contractor will pass-through all relevant warranties to Customer. Contractor makes no representation or warranty, and Customer shall seek no recourse from Contractor, regarding the OEM Warranties, including, without limitation, the power output of the modules. Upon date interconnection is made, Contractor warrants the System will be free from defects in materials and workmanship under normal operating conditions for a period of five (5) years. Except as provided within this clause, if during the warranty period the System becomes inoperable as a result of defects in material or workmanship, Contractor will, at its option, either repair or replace any defective parts. Unless this warranty is extended by written agreement or an OEM Warranty applies, Customer shall pay for any repair costs incurred by Contractor after the five year standard warranty expires. The Customer must notify Contractor of any claim arising under this warranty in writing. Replaced parts or products will become the property of Contractor. Except as otherwise required by applicable law, the Customer may not enforce this warranty if it has not paid Total Amount Due to Contractor. Contractor warrants that the System will conform generally to the specifications in this Agreement, and the System, by itself, does not infringe any valid patent or similar intellectual property right in the country where sold, and that Contractor will convey good title to the System to Customer, subject to receipt of payment by Contractor. Contractor makes no warranties concerning patent infringement caused by use of the System in combination with other equipment or goods. This warranty does not cover damage, malfunctions or service failures caused by: (1) Failure to follow Contractor's operation or maintenance instructions; (2) Repair, modifications, or movement of the System or components by someone other than a service technician approved by Contractor, or attachment to the System of non-Contractor equipment; (3) Abuse, misuse, or negligent acts; and (4) Damage caused by electrical surges, lightning, fire, flood, pest damage, actions of third parties and other events or accidents outside Contractor's reasonable control and not arising under normal operating conditions. Contractor's liability under this warranty shall be to the exclusion of all other liability, whether in contract or tort, or otherwise for defects in the System or for any loss or damage caused by the System and all other conditions, warranties, stipulations or other statements whatsoever concerning the System, whether express or implied, by statute, common law or otherwise. Contractor makes no warranties or guarantee regarding the fitness for purpose, merchantability, nature or quality of the system, electricity output, roof savings or roof life extension, reduction in energy costs or environmental savings, financial savings or return on investment, public recognition, whether express or implied, by statute, common law or otherwise. Contractor shall not be liable for any special, incidental, consequential or punitive damages arising from the use or loss of use of or failure of the System to perform as warranted, including but not limited to damages for lost services, cost of substitute services, lost profits or savings or expenses arising out of third-party claims. Contractor's maximum liability to Customer for whatever reason, and under any theory of law, is limited to the Total Amount Due of the System. The Customer's exclusive remedy for any defects to the goods or for any loss or damage to or caused by the goods (other than for injury to person or death) shall be only as specified in this warranty.