

# Manufacturers Limited Product Warranty

**Limited Warranties:** SnapNrack, Inc. (“Manufacturer”), the manufacturer of the SnapNrack photovoltaic solar mounting solutions (the “Product”), warrants to the end-user of the Product (“buyer”), that while installed as part of the original solar electric system (the “System”) at the original installation site, the Product shall be free from defects in materials and workmanship for a period of twenty-five (25) years (the “Limited Product Warranty”), and any products with an anodized finish shall be free from visible peeling, cracking or chalking under normal atmospheric conditions for a period of five (5) years (the “Limited Finish Warranty”) (collectively, the “Limited Warranties”). The Limited Warranties shall commence on the date of completion of the installation of the Product as a part of the System.

**Warranty Service:** If, within the applicable warranty period, the product is determined by Manufacturer to be defective, based on reasonable evidence of a defect provided by you, Manufacturer will, at its sole option, (a) repair the Product or replace it with an equivalent product, or (b) take back the Product and refund to you the purchase price paid to Manufacturer by the original purchaser of the Product. The buyer’s sole and exclusive remedy under the Limited Warranties shall be limited to the repair, replacement or refund specified herein.

**Warranty Conditions:** THE FOREGOING WARRANTIES ARE CONTINGENT ON THE PROPER USE OF THE PRODUCT IN ACCORDANCE WITH THE INSTRUCTIONS AND SPECIFICATIONS PUBLISHED BY MANUFACTURER AND SHALL NOT APPLY TO ANY PRODUCT THAT HAS BEEN REPAIRED OR MODIFIED BY PERSONS OTHER THAN MANUFACTURERS.

**Warranty Disclaimer:** THE EXPRESS WARRANTIES SET FORTH IN HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. MANUFACTURER HEREBY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS OF WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NONINFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**Damage Waiver:** NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IN NO EVENT WILL MANUFACTURER OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUFFERED BY YOU, DISTRIBUTOR, OR ANY THIRD PARTY WHICH MAY ARISE UNDER OR IN CONNECTION WITH THE PRODUCT OR THESE LIMITED WARRANTIES.

**Limitation of Liability:** DISTRIBUTOR AND MANUFACTURER HAVE NEGOTIATED RISK ALLOCATION BETWEEN THEMSELVES AND AGREE THAT IN NO EVENT WILL MANUFACTURER’S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE CUMULATIVE AMOUNTS ACTUALLY RECEIVED BY MANUFACTURER FROM DISTRIBUTOR FOR THE PRODUCTS SOLD TO DISTRIBUTOR DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CLAIM.

**Warranty Transference:** Buyer May transfer this Warranty to subsequent Site owners, or, if the original buyer is a contractor, to the Site. Proof of Purchase is required for any warranty claim

**Warranty Claims:** If Buyer has a claim for repair or replacement under this Limited Warranty, Owner must contact SnapNrack as soon as possible and under no circumstances later than 30 days after the end of the applicable Limited Warranty Period to initiate the Limited Warranty Claims Process. Address all Warranty claims to SnapNrack, Warranty Claim, 775 Fiero Lane, Suite 200, San Luis Obispo, CA 93401. Any claim under the above limited Warranty must include proof of the date the installation was completed or the date of the original product delivery, such as the copy of Owners receipt or invoice.