



## **25-Year Limited Product Warranty**

Solar Foundations USA®, Inc., warrants to the original purchaser of the product (“Purchaser”), that its products (“Product”) shall be free from defects in materials and workmanship under normal and proper usage for a period of twenty-five (25) years from the date of shipment by Solar Foundations USA®, Inc. This Limited Warranty does not cover damage during shipment, nor damage prior to or during installation. If within the Limited Warranty period, the Product shall be reasonably proven to be defective, then Solar Foundations USA®, Inc., at its sole discretion, shall replace or repair the defective Product or any part thereof. Solar Foundations USA®, Inc.’s total liability hereunder for the Product repair or replacement shall not exceed the original purchase price of the Product. Such repair or replacement shall fulfill all Solar Foundations USA®, Inc.’s liability with respect to this Limited Warranty. Under no circumstances shall Solar Foundations USA®, Inc. be liable for special, indirect or consequential damages arising out of or related to the use of the Product by the Purchaser. Solar Foundations USA®, Inc.’s Limited Warranty only applies to its Product. Typical Product installations may include consumer products made by other manufacturers. The Purchaser shall look solely to the manufacturer of any such consumer products with respect to any warranties or claims in connection therewith and hereby releases Solar Foundations USA®, Inc. from any liabilities, obligations, claims and/or damages with respect to the consumer products which may be installed in conjunction with the Product.

This Limited Warranty shall be void if installation of the Product is not performed in accordance with Solar Foundations USA®, Inc. written installation manual for the Product, or if the Product has been modified, repaired or reworked in a manner not previously authorized in writing by Solar Foundations USA®, Inc., or if the Product is installed in an environment for which it was not designed or if the Purchaser fails to provide necessary preventive maintenance such as re-application of cold galvanizing compound as needed.

The remedies provided in the above limited warranty are the sole and exclusive remedies available to the Purchaser. No other express warranties are made. All implied warranties, including but not limited to any implied warranty of merchantability or fitness for a particular purpose or use, are limited in duration as set forth above. In no event shall Solar Foundations USA®, Inc. be liable for any consequential, contingent, incidental, economic or property damage or personal injuries or death arising out of the use of the Product by the Purchaser. Some states do not allow the exclusion of incidental or consequential damages or damages for personal injury or death.

The agents, employees and independent contractors of Solar Foundations USA®, Inc. are not authorized to modify this Limited Warranty or give additional warranties binding on Solar Foundations USA®, Inc.