



**SOLAR MOUNTS LLC**

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## **Warranty Statement**

Solar Mounts LLC's Solar products including mounts, frames, and foundation assemblies are warranted to be free from defects in material and workmanship under normal use and service. Solar Mounts LLC shall repair or replace defective equipment, at no charge to the buyer, or at its option, refund the purchase price, if the equipment is returned to Solar Mounts LLC not more than twenty-five (25) years after the final commissioning / in-service date on mechanical equipment. Removal and/or re-installation of equipment and its transportation shall not be at cost of Solar Mounts LLC except Solar Mounts LLC shall return repaired or replaced equipment freight prepaid.

This Warranty shall not apply to equipment which has been repaired or altered in any way without written permission from Solar Mounts LLC, captured in an approved drawing from Solar Mounts LLC design team or which has been subject to misuse, negligence or accident, by human error or acts of God. This Warranty does not cover equipment which has been damaged by severe weather conditions such as excessive wind, ice, storms, lightning, or other natural occurrences of which Solar Mounts LLC has no control. This Warranty shall not apply to equipment which has been operated or installed other than in accordance with the instructions furnished by Solar Mounts LLC. Solar Mounts LLC shall not be liable for:

- Defects due to improper use
- Defects due to insertion of foreign components
- Defects due to acts of God
- Defects due to interventions, changes, modifications, or attempted repairs
- Defects due to non-compliance with the instructions in the assembly and connections guide
- Non-compliance with state, provincial, or local codes

Claimants under this Warranty shall present their claims along with the defective equipment to Solar Mounts LLC immediately upon failure. Non-compliance with any part of this claim procedure may invalidate this warranty in whole or in part.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER AGREEMENTS AND WARRANTIES, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. SOLAR MOUNTS LLC DOES NOT AUTHORIZE ANY PERSON TO ASSUME FOR IT THE OBLIGATIONS CONTAINED IN THIS WARRANTY AND SOLAR MOUNTS LLC NEITHER ASSUMES NOR AUTHORIZES ANY REPRESENTATIVE OR OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE EQUIPMENT DELIVERED OR PROVIDED. IN NO EVENT SHALL SOLAR MOUNTS LLC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR SERVICE, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.**

In no event shall Solar Mounts LLC be liable for damages in an amount greater than the purchase price of the equipment that is deemed defective. Some states do not allow limitations on how long an implied warranty lasts or allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Solar Mounts LLC has the right to void the warranty when this system is installed by someone other than a certified and/or state licensed installer/electrician, approved by Solar Mounts LLC or when the Solar Mounts LLC Commissioning report has not been completed and returned with all information including certifications / representations of installer. Policies subject to change without notice.

*Solar Mounts LLC and Solar Construction LLC will provide customer with standard contract, going more in-depth of above warranty exclusions and inclusions, as well as scope of work, material delivery, items subject for change orders with costs and work completion timeline, upon project kick-off.*