

Sollega 25-Year Warranty

SOLLEGA Inc.™ is dedicated to providing excellent customer support and service and will continually evolve our warranty to enhance our dealers' and customers' experiences with SOLLEGA. The following policies and procedures are subject to change as our process evolves.

SOLLEGA Inc. warrants that its InstaRack™ and FastRack™ Photovoltaic (PV) Module Mounting Systems, when sold and delivered pursuant to a SOLLEGA Sales Order, will be new, will conform to the specifications in the applicable SOLLEGA Sales Order, and will be free from defects in material and/or workmanship for a period of Twenty Five (25) years from the date of shipment. Except for the foregoing limited warranties, SOLLEGA makes no other warranties express or implied for its SOLLEGA InstaRack and FastRack.

This Warranty does not apply to damage incurred during shipment and does not apply to damage that is the result of improper handling. This Warranty will be void if during the warranty period, the SOLLEGA InstaRack or FastRack has been improperly or incorrectly installed, used, or maintained, or has been operated under abnormal conditions or contrary to applicable specifications.

This Warranty is granted to the original SOLLEGA InstaRack or FastRack owner only and is only applicable to the original installation of the SOLLEGA InstaRack or FastRack. This Warranty does not apply to damage to the SOLLEGA InstaRack or FastRack that is the result of weather conditions that exceed local building code limits that were applicable at the time that the SOLLEGA InstaRack or FastRack was originally installed.

It is recognized and agreed that the foregoing limited warranties are in lieu of all other warranties, whether express or implied, and that SOLLEGA Inc. does not make any warranty of merchantability or any warranty of fitness for a particular purpose.

In the event the SOLLEGA Inc. InstaRack fails to satisfy the foregoing limited warranties, then SOLLEGA will repair or replace, at its option and cost, the defective product. The foregoing remedy shall be in lieu of all others that the SOLLEGA Purchaser may have, and the Purchaser waives all other remedies.

To obtain warranty service, the Purchaser should contact SOLLEGA Inc. by telephone or email, and SOLLEGA will establish a claim file and initiate

action to repair or replace the defective product. SOLLEGA will work with the Purchaser to determine the extent of the problem and may elect to perform a site inspection.

SOLLEGA Inc. will not assume expense or liability for correction of a defective SOLLEGA InstaRack or FastRack by the Purchaser or by third parties without SOLLEGA's prior written authorization. In the event of the authorized correction of a defective SOLLEGA InstaRack, or FastRack the warranty period will be extended by the length of time during which the defective equipment was in the process of being repaired or replaced.

Unauthorized field modification to SOLLEGA's final layout will affect warranty coverage. If any changes are made that significantly affect the structural integrity of the system, customer must provide written drawings for SOLLEGA's review, comment and approval prior to attempting any field modifications. Modifications may include but are not limited to changes in location of InstaRacks or FastRacks, modules, windscreens, roof anchors, roof pavers, ballast trays, or any other racking system components.

SOLLEGA Inc.'s total liability hereunder for the repair or replacement of a SOLLEGA InstaRack or FastRack, or any defective components thereof, shall not exceed the original purchase price of the system. In no event will SOLLEGA Inc. be liable for or responsible to the Purchaser, or to any other party, for any consequential, incidental, or special, loss, cost, damage, or expense arising from the curtailment or interruption of photovoltaic (PV) system operation or from the curtailment or interruption of any operations, processes, or equipment connected to the PV system.

This warranty grants the purchaser specific legal rights that may vary according to the state in which the Sollega InstaRack or FastRack is installed. In some states, sellers cannot limit the rights of the purchaser, so you may have access to legal remedies in addition to or greater than those specified here.

This warranty does not cover failures resulting from freeze damage, fire, flood, lightning, hurricane, microbursts, tornado, hailstorm, windstorm, earthquake, or other acts of god, vandalism, explosions, exposure to harmful materials or fluids, or unauthorized alterations or repairs or any other cause beyond the control of SOLLEGA Inc.

08/30/12