



## Limited Warranties

D10013-V003 | 30-Jun-17

SunModo Corporation ("SunModo") warrants the original buyer ("buyer") at the original installation site ("site") that any of the SunModo solar racking products ("product") manufactured by SunModo and properly installed, in accordance with SunModo's Installation Instructions or used for the purpose for which the products are designed per SunModo requirements. Buyer may transfer this warranty to a subsequent site owner, or if original buyer is a contractor to the site owner, so long as the transferee agrees to this limited warranty terms as if it were the buyer. Proof of purchase is required for any warranty claim.

**Warranty Period.** The Warranty Period begins on the day the Products were shipped from SunModo, or directly from SunModo's vendors, and remains in force for the period: a) Products installed on projects located 2 miles or greater from salt or brackish bodies of water will be structurally-related manufacturing defect warranted for 10 years, free of functionally-related manufacturing defect warranty for 20 years, and 5 years finish. b) Products installed on projects located less than 2 miles from salt or brackish bodies of water will be structurally-related manufacturing defect warranted for 10 years, free of functionally-related manufacturing defect warranty for 20 years, and 3 years finish.

**Structural Warranty.** Products are warranted against structural failure due to cracking, buckling, bending, or tearing arising under normal use and environmental conditions, for the warranty period.

**Finish Warranty.** The Finish Warranty does not apply to: a) any foreign residue deposited on the finish; b) surface oxidation, pitting, rust, peeling and chipping of components; c) products installed in corrosive atmospheric conditions, as defined solely by SunModo, included but not limited to exposure to corrosive chemicals, fumes, cement dust, salt water marine environments, or to continual spraying of either salt or fresh water; d) mill finish products. The Finish Warranty is void if: a) the practices specified by AAMA 608 & 610-02- "Cleaning and Maintenance for Architecturally Finish Aluminum" ([www.aamanet.org](http://www.aamanet.org)) are not followed by buyer; b) if practices specified by ASTM A780 / A780M-09 "Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings" are not followed by Buyer for SunModo's galvanized steel-based components. The Limited Warranty is void if the product is not installed properly in accordance with SunModo's written installation instructions, or is not used for the purpose for which it is designed, or the product has been modified, repaired, or reworked not authorized by SunModo.

The Limited Warranty does not cover the product that is damaged resulting from shipping, storage, force majeure acts, and misuse or abuse during installation, removal, relocation or any other modification following the original installation, or any use other than the original intended use, or damage caused by outside forces (including, but not limited to acts of buyer) voids this Limited Warranty. The Limited Warranty covers the cost of parts manufactured by SunModo Corporation only. Labor, installation, transportation and incidental costs associated with warranty items are not covered by these warranties and are not reimbursable. SunModo Limited Warranty only covers its products and under no circumstances will be liable for indirect or consequential damages resulting from or related use by buyer of the product. Goods which may be sold by SunModo, but which are not designed or manufactured by SunModo are not warranted by SunModo, are sold only with the warranties, if any, of the original manufacturer thereof.

**Claim.** If, within the warranty period, the product shall be proven at SunModo's sole discretion to be nonconforming, then SunModo shall repair or provide a replacement for the nonconforming product, or any nonconforming part thereof, at SunModo's option. Any such repair or replacement does not cause the beginning of new warranty terms, nor shall the warranty periods of this Limited Warranty be extended. SunModo's aggregate liability for all warranty claims shall not exceed the original purchase price of the nonconforming product. Buyer shall

bear all costs of shipment or transportation related to the repair or replacement of the nonconforming product. Such repair or replacement shall be Buyer's sole remedy and shall fulfill all of SunModo's obligations with respect to the product and all warranty claims. All claims made under this warranty must be submitted to SunModo in writing to the address below within 20 days after Purchaser's discovery the subject defect or problem or the warranty claim will be barred. A formal document proving the purchase, the purchase date, and installation or delivery date of the product is required with any warranty claim.

**Indemnification.** Buyer shall defend, indemnify and hold harmless SunModo and its Related Persons (as defined below) (each, an "Indemnified Party"), with counsel reasonably acceptable to the Indemnified Party, from and against any and all Claims (as defined below) which may be suffered or incurred by the Indemnified Party or imposed or asserted against the Indemnified Party: (a) resulting from any cause on or about the premises where any Product is installed; (b) resulting from the use of the Product; (c) arising out of any actual or threatened damage to property, or injuries to or death of persons for any reason, including but not limited to, product performance or malfunction, negligence, or improper installation. "Claims" shall mean any and all claims, actions, demands, proceedings, losses, damages, liabilities, losses, costs and expenses, including attorneys', investigators' and consulting fees, court costs and litigation expenses; "Related Person" shall mean any member, partner, principal, officer, director, shareholder, employee, agent, contractor, consultant, representative, affiliate, assign, successor-in-interest of a specified Party, or any other person that has obtained or hereafter obtains rights or interests from such party.

This Warranty constitutes the entire integrated agreement between SunModo and Buyer concerning the Product Limited Warranties and supersedes all prior agreements and discussions and the terms or any purchaser orders, order acknowledgements or similar documents. No agreement or understanding in any way purporting to modify this Limited Warranty, oral or written, shall be binding on SunModo unless made in writing and signed by its authorized representative. The agents, employees, distributors, and dealers of SunModo are not authorized to modify this Limited Warranty nor to make additional warranties binding on SunModo.

This Limited Warranty and the parties' rights herein are exclusively governed by and construed in accordance with the laws of the State of Washington, United States of America, without regard to the laws of any other state or country. The State and federal courts located in Clark County, Washington shall be the exclusive venue for any legal action relating to this Warranty and Purchaser hereby agrees to the jurisdiction of such courts.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, SUNMODO MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER REGARDING THE PRODUCT AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

IN NO EVENT SHALL SUNMODO BE LIABLE FOR, AND BUYER HEREBY AGREES TO INDEMNIFY SUNMODO FROM AND AGAINST, ANY AND ALL CLAIMS AND COSTS, INCLUDING ATTORNEY'S FEES, ARISING IN ANY WAY FROM THE SALE, USE OR INABILITY TO USE THE PRODUCT, BASED ON: LOSS OF USE, REVENUE OR PROFIT; DIRECT, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGE; OR INJURY TO PERSONS OR PROPERTY.