

## LIMITED WARRANTIES AND DISCLAIMER

THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT [WWW.ECOFASTENSOLAR.COM](http://WWW.ECOFASTENSOLAR.COM).

ECOFASTEN WARRANTS THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, AS FURTHER PROVIDED BELOW.

ECOFASTEN'S RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT, OR REFUND AS DESCRIBED IN THIS WARRANTY STATEMENT.

### Who may use this Warranty?

EcoFasten extends this limited warranty only to the party who originally purchased EcoFasten products (the "**Products**") and any subsequent owner of the Products, subject to assignability below ("**Purchaser**"), provided the Products are installed properly and used for the purpose for which the Products are designed.

This limited warranty is assignable by Purchaser and any subsequent owner of the Products, provided that the Products remain installed at the original installation location, and provided that any subsequent owner agrees in writing to be bound by the terms of this EcoFasten Limited Warranties and Disclaimer document and provides proof of purchase of the Products. Change in ownership of the Products or assignment of this Warranty will not cause the warranty periods provided herein to be reset. Any subsequent owners to whom this limited warranty is assigned shall be considered a subsequent Purchaser for purposes of this limited warranty during the period of ownership of the Products.

### What does this Warranty cover?

This limited warranty provides that Products will be free of materials and manufacturing defects that materially impair the use of the Product for its designed purpose.

### This Warranty excludes:

- a) any defect that has not been reported to EcoFasten in writing (i) within the warranty periods set forth below and (ii) within ten (10) days after discovery of such defect;
- b) normal wear (including discoloration, rusting, or corrosion of any pre-plated steel, or staining of any aluminum); cosmetic damage; damage resulting from negligence, accident, misuse, overloading, abuse, or improper installation (including failure to follow professional instruction and/or certification); the failure to comply with applicable laws including local building code limits; or damage from acts of God, war, criminal acts, explosions, fire, vandalism, or any other events of force majeure as may apply in accordance with applicable law;
- c) Products that have been altered, modified, or repaired without EcoFasten's prior written authorization;
- d) damage to or caused by, or defects in, third party parts or materials not sold by EcoFasten (irrespective of EcoFasten documentation);
- e) any defect that arises as a result of any third party products, components, or materials used by the Purchaser in conjunction with the Product, which third party products or

materials have not been provided for such use by or on behalf of EcoFasten, or the use of which has not been expressly authorized by EcoFasten;

- f) Products installed, used, or maintained in a manner contrary to EcoFasten documentation, including any defect that arises from the faulty handling, storage, assembly, loading, or installation of the Product, or any handling, storage, assembly, loading, or installation not in accordance with the instructions given by EcoFasten, or any defect that arises from mounting the Product on a solar module, building, roof, or other construction that is unsuitable for the mounting of the Product;
- g) damage to the Products during shipment, storage, or installation;
- h) any defect that does not materially impair the use of the Product for the purpose for which it was designed, including without limitation non-structural accessories.

Further, the Finish Warranty (as defined below) shall not apply to surface oxidation or to any foreign residue deposited on a Product finish, or to Products installed in corrosive atmospheric conditions, and shall be void if the practices specified in AAMA 609 and 610-02, *Cleaning and Maintenance for Architecturally Finished Aluminum*, or ASTM 780/A780M-09, *Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings*, as applicable, are not followed.

#### **What is the period of coverage?**

This limited warranty shall commence on the date of shipment of the Products and last for a period of twenty-five (25) years for structural products (the “**Structural Warranty Period**”) and ten (10) years for nonstructural products (the “**Nonstructural Warranty Period**,” and together with the Structural Warranty Period, the “**Warranty Period**”). EcoFasten further warrants that all Products with finishes will be free of visible defects, peeling, and cracking for a period of five (5) years from the date of shipment (the “**Finish Warranty**”); provided, however, that no Finish Warranty shall apply to mill aluminum, pre-plated steel, and/or polymeric Products. EcoFasten may change the availability of this limited warranty at its discretion, but any changes will not be retroactive.

#### **What are your remedies under this warranty?**

With respect to any defective product during the Warranty Period, EcoFasten will, in its sole discretion, either (a) repair or replace such Product (or defective part) free of charge or (b) refund the purchase price of the product. Such repair, replacement, or refund will not cause the Warranty Periods to be reset, will completely satisfy and discharge EcoFasten’s liability and obligation with respect to this limited warranty, and will not create an expectation of warranty coverage beyond the Warranty Period. A refurbished Product may be used to repair or replace the defective components. Transportation, installation, labor, or any other costs or losses associated with failure of warranty compliance, or Product replacement or repair, are not covered by this limited warranty and are not reimbursable.

If EcoFasten’s warranty assessment reveals that a Product is not defective, EcoFasten shall return the Product (if such Product was shipped to EcoFasten for the assessment) and the

Purchaser shall promptly reimburse EcoFasten for all reasonable costs incurred by EcoFasten in performing the assessment.

**How do you obtain warranty service?**

To report any defect or warranty claim or to obtain warranty services, Purchaser must call (877) 859-3947 or email EcoFasten at [info@ecofastensolar.com](mailto:info@ecofastensolar.com) during the Warranty Period.

EcoFasten may request Purchaser to provide information reasonably known to the Purchaser in respect of the alleged defect or warranty claim, including, as appropriate, photographs or video recordings of the alleged defect. Purchaser shall provide EcoFasten without undue delay with all additional information and cooperation (including access to facilities and premises) reasonably requested by EcoFasten in respect of any warranty claim to enable EcoFasten to assess each claim under this limited warranty.

**LIMITATION OF LIABILITY**

Except as set forth above, EcoFasten sells the Products on an “AS IS” basis, which may not be free of errors or defects, and ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE PRACTICE, ARE HEREBY DISCLAIMED.

THE REMEDIES DESCRIBED ABOVE ARE PURCHASER’S SOLE AND EXCLUSIVE REMEDIES AND ECOFASTEN’S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. ECOFASTEN’S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE DEFECTIVE PRODUCT, NOR SHALL ECOFASTEN UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING WITHOUT LIMITATION, CLAIMS BY PURCHASER FOR DAMAGES SUFFERED BY PURCHASER’S CUSTOMERS OR CLAIMS OF THIRD PARTIES.

**Force Majeure.** EcoFasten shall not be responsible for delays or failures in its performance resulting from acts or omissions beyond its reasonable control, whatever the source or cause.