

Limited Warranty

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT <http://snapnrack.com/resources/brochures/any/any/snapnrack-warranty>.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW.

WHO MAY USE THIS WARRANTY?

SnapNrack, located at 775 Fiero Lane, Suite 200, San Luis Obispo, CA 93401 (“we”) extend this limited warranty to the consumer who originally purchased the product (“you”). If you sell the home where our products are installed, you may transfer the warranty for our products to your buyer, provided that the products remain in the place where they originally were installed.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of the any SnapNrack photovoltaic solar mounting solutions (the “products”) for the Warranty Period as defined below. In addition, products that have an anodized finish will be free from surface peeling, cracking or chalking of the finish provided that they are not exposed to abnormal atmospheric conditions.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product installation manual or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse or other actions or events beyond our reasonable control.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date the products are installed at your location and lasts for 20 years for aluminum products and 10 years for all other products. The anodized finish warranty is five years. Each of these is a “Warranty Period”. The applicable Warranty Period is not extended if we repair or replace the products. We may change the availability of this limited warranty at our discretion, but you will always be entitled to the warranty that was offered when you purchased the products.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective product during its Warranty Period, we will, in our sole discretion, either: (a) repair or replace such product (or the defective part) free of charge or (b) refund the purchase price of such product. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective product.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must write to our address set forth above during the applicable Warranty Period. Please provide your name, address, phone, email and any other preferred means of contact. You will also need to provide some proof of purchase of our products, which may take the form of a work order from a solar installer that identifies the products and the date they were installed at your location. You will be asked to provide evidence that will allow us to conclude that we have breached our warranty. If we find such a breach, we will issue you a Return Material Authorization, if we elect to have you return the products to us.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCTS. WE SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF ELECTRICAL GENERATION FROM YOUR PHOTOVOLTAIC SYSTEM, THE COST OF UTILITY OR OTHERPOWER TO REPLACE LOST ELECTRICAL GENERATION, THE COSTS OF ANY REPAIRS TO OTHER COMPONENTS OF YOUR PHOTOVOLTAIC SYSTEM, THE ROOF OR THE BUILDING WHERE THE PRODUCTS ARE INSTALLED, OR ANY OTHER FORM OF CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.