

Mounting System Product Limited Warranty

§ 1 Limited Warranty

(1) Dual Rack Inc., hereinafter referred to as "Dual Rack", warrants only to its original retail purchaser ("Customer") of DualRack's rooftop solar mounting product line, defined as products manufactured by DualRack ("Products") and that the products listed below (each a "Product" and, collectively, the "Products"), when installed properly in the United States of America, will be free from substantial defects in material and workmanship and that Product finish will be free from visible peeling, cracking or chalking under normal atmospheric conditions ("Finish Warranty") while the Products are installed at their original installation site and provided that the Products were installed in accordance with DualRack's written installation instructions during the applicable warranty period identified in § 2, below, subject to the exclusions and limitations contained in this Limited Warranty statement.

The Dual Rack ("Dual Rack") PV Mounting Systems covers only the Product, and not PV modules, electrical components and or wiring used in conjunction with the Product or any other materials not provided by Dual Rack. Goods which may be sold by Dual Rack, but which are not designed or manufactured by Dual Rack are not warranted by Dual Rack, are sold only with the warranties, if any, of the original manufacturers thereof.

(2) This Limited Warranty sets forth Dual Racks' total and exclusive warranty obligation. Dual Rack does not assume, nor authorize any person to assume for it, any other liability in connection with the sales of its Products.

(3) This Limited Warranty does not cover any adverse effects on any Product or any Product defects which arise because:

The Product was not assembled and installed in accordance with the assembly and in-stallation instructions and the applicable technical norms and regulations;

The Product was not assembled and installed by qualified personnel with the skill set defined in the installation manual;The Product was not transported, installed, assembled, tested or operated in accordance with best prudent industry methods and practices; The Product was not used in accordance with the published technical specifications or the Product was used contrary to the intended purpose of use as specified in the installa-tion manual;

The Product was not properly stored before or during the assembly / installation phase; Interferences with or changes to the Product or its accessories were made without the express written consent of Dual Rack; Accessories which are not original Dual Rack accessories were used in connection with the Product;

The Product was not serviced by a specialist firm at least once each year; The Product was subject to extraordinary environmental conditions (e.g., excess voltage, magnetic fields or similar circumstances); The Product was subject to a force majeure (as defined in § 4 (1), below); A heightened salt content in the ambient air or oxidation-provoking metal combinations (e.g., copper) have caused corrosion at the installation site of the Product; or The load capacity of the roof construction and/or the foundations, footers or ground has not been assured according to the accepted state-of-the-art technology and applicable technical norms and regulations.

This Limited Warranty does not cover damages or problems caused by the connection to or use of alternative materials not purchased from the Dual Rack Product List. This Limited Warranty shall also be void if A) installation of the Product is not performed in accordance with the Dual Rack Product Information, B) if the Product has been modified, repaired, or reworked in a manner not previously authorized by Dual Rack in writing, or C) the Product is installed in an environment for which it was not designed, each as determined by Dual Rack at its sole discretion.

(4) If any Product fails to operate during the applicable warranty period due to a warranted defect in workmanship or material, Dual Rack shall either, at its option and expense and as its sole and exclusive obligation, carry out a professional

repair of the defective Product component in question or replace the defective component with a new or updated component. If the Product in question is no longer manufactured, then Dual Rack shall be entitled to provide a different comparable Product (different size, different color, different form and/or different performance, etc.). Any such repair or replacement does not cause the beginning of new warranty terms, nor shall the Warranty Period of this Limited Warranty be extended. Dual Rack's total liability for all warranty claims shall not exceed the original Purchase Price of the nonconforming Product. Buyer shall bear all shipping costs related to the repair or replacement of the nonconforming product. Such repair or replacement shall be Buyer's sole remedy and shall complete all of Dual Rack's obligations with respect to the Product and all said warranty claims. EXCEPT FOR THE LIMITED WARRANTY EXPRESSED ABOVE, Dual Rack MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER AND HEREBY 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. Dual Rack SHALL NOT BE LIABLE FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF ANY DEFECT OR NONCONFORMITY IN THE PRODUCT COVERED BY THIS WARRANTY, EVEN IF CAUSED BY THE NEGLIGENCE OF Dual Rack. ALL SUCH RELATED DAMAGES AND EXPENSES ARE HEREBY EXCLUDED. DualRack does not warrant that the Products will meet any specifications, needs, or requirements that are not expressly set forth and Dual Rack SHALL NOT IN ANY CASE BE LIABLE FOR ANY OTHER SIMILARLY INCURRED DAMAGES EVEN IF Dual Rack OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(5) Performance under this Limited Warranty will not trigger the commencement of a new warranty period, nor will it extend the applicable warranty period.

§ 2 Territorial Scope/Warranty Period

This Limited Warranty applies geographically to Products sold and properly installed in the United States of America. The warranty period for all metallic Product components is ten (10) years. The warranty period for all metallic Product finish is three (3) years. The warranty period for all non-metallic Product components is one (1) year. Each warranty period commences on the the earlier of 1) the date the installation of the Products is completed, or 2) thirty (30) days after the purchase of the Products by the original Customer.

§ 3 Procedures in the Event of a Warranty Claim

If a Customer has a claim for repair or replacement under this Limited Warranty, said Customer must contact Dual Rack promptly and under no circumstances later than 30 days after the end of the applicable Limited Warranty Period to initiate the Limited Warranty claim process. If the Product exhibits defects that are covered under this Limited Warranty, contact Dual Rack Customer Service at (818) 678 -9699 or at the address or facsimile number noted below.

Please have the following information available when contacting us by phone:

Mounting System Product Limited Warranty

- Your name, address, zip code, and a telephone number where you can be contacted;
- The Product model description;
- Purchase receipt containing the date and Customer address;
- Warranty certificate of the defective Product (if available);
- The date of installation;
- The location and address of the actual installation;
- A complete listing of the observed defects and additional information which could help in ana-lyzing the defect.

The staff of Dual Rack Customer Service will inform you about any additional steps and will supply you with your own individual claim number. Please provide this number during any subsequent discussion or communications related to the processing of your claim. The following documents and information must be made available to Dual Rack upon request:

- Photographs of the damaged Product(s);
- System circuit diagram(s);

Any pertinent system monitoring or data capture records.

If the staff members at Dual Rack Customer Service request that you send Dual Rack purchase documentation which is more specifically defined during the discussions, then please send this information either by mail, fax or email to the following:

Dual Rack Customer Service:
2290 Agate Ct. Unit A&B, Simi valley CA 93065
Fax: 818-812-9566
Email: info@DualRack.net

Please note that Dual Rack cannot accept the delivery of any Product or Product component that it receives without prior notice by telephone.

§ 4 Warranty Limitations, Transferability, Assignability and Final Provisions

- (1) This Limited Warranty does not apply if the defects or discrepancies in the condition of the Product are not material and such defects or discrepancies are insignificant with respect to the value or conforming use of the Product.
- (2) The Finish Warranty does not apply to any issues caused by foreign residue deposited on the finish, or an installation in atmospheric conditions more corrosive than normal conditions. The Finish Warranty is VOID if the practices specified by AAMA 609 & 610-02 – “Cleaning and Maintenance for Architecturally Finished Aluminum” (www.aamanet.org) are not followed.
- (3) The Warranty coverage and term is assignable by Purchaser and any subsequent owner of the Products, provided that the Products remain installed at the original installation address, and provided that any subsequent owner agrees in writing to be bound by the terms of this DualRack Limited Product Warranty document. Change in ownership of the Products or assignment of this Limited Warranty will not reset the original warranty period. Any subsequent owners to whom the Limited Warranty is assigned shall be considered a subsequent "Purchaser" for purposes of this Warranty during the period of ownership under Warranty of the Product(s). Proof of purchase is required for any warranty claim.
- (4) Dual Rack is not liable for any delays or failure to provide the warranty performance listed in § 1, if that delay or failure is caused by force majeure (i.e., war, war-like conditions, terrorism, vandalism, earthquake, civil unrest, strikes, epidemics, fire, flooding, lightning strike, hail or other similar circumstances which are beyond Dual Rack's control).
- (5) THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IF THE CUSTOMER IS A BUSINESS OR ENTITY, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IF THE CUSTOMER IS A CONSUMER WHO PURCHASES THE

PRODUCT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD IDENTIFIED IN § 2, ABOVE.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

(6) The foregoing provisions state Dual Racks' entire liability, and the Customer's exclusive remedy, for any breach of warranty, express or implied. IN NO EVENT WILL DUAL RACK BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR OUT OF THE INSTALLATION OR USE OF ANY PRODUCT, OR ANY BREACH OF WARRANTY; WITHOUT LIMITING THE FOREGOING, DUAL RACK SHALL NOT BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFIT, LOST REVENUE, HARM TO REPUTATION, LOSS OF DATA, ADVERTISING OR MANUFACTURING COSTS, OVERHEAD COSTS, LOST CUSTOMERS, OPERATIONAL DISRUPTIONS OR DOWN-TIME RESULTING FROM THE INSTALLATION OR USE OF ANY PRODUCT OR ANY BREACH OF WARRANTY. The total scope of liability under this Limited Warranty is limited to the purchase price paid by the Customer for the individual Product.

(7) This Limited Warranty allocates risks of Product failure between Customer and Dual Rack. The Limited Warranty set forth above is in lieu of all other express warranties, both oral or written. The agents, employees, distributors and dealers of Dual Rack are not authorized to modify any aspect of this Limited Warranty nor to make additional warranties binding on Dual Rack whatsoever. Accordingly, additional statements such as dealer advertising or promotions, whether oral or written, do not constitute warranties by DualRack and cannot be relied upon as a warranty of DualRack. DualRack's product pricing incorporates this allocation of risk and the limitations of liability in this Limited Warranty.

(8) This Limited Warranty shall be governed by the internal laws of the state of California, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Limited Warranty. Any and all disputes arising out of or relating to this Limited Warranty, any breach of warranty, the Product, or the installation or use of the Product shall be resolved through binding arbitration conducted in Simi Valley, California, U.S.A.