

**Schletter Canada Inc.** (“Schletter”) hereby warrants that the component parts (“Components”) it produces for inclusion in solar mounting systems are made using new materials, are free of material defects in materials and workmanship, are free of liens and encumbrances, are in conformity with all pertinent specifications in all material respects, and do not infringe on any patent, trademark, copyright or other intellectual property rights of any third party.

The Warranty is a Limited Warranty and is subject to and limited by the terms and conditions set forth herein. The Warranty period begins on the date Components are originally installed as part of a solar electrical power generation system and ends twenty (20) years thereafter. Components not originally installed as part of a solar electrical power generation system are NOT covered under the Warranty. Schletter’s only obligation under the Warranty is to, in its sole discretion and at its expense, repair or replace any Component that fails to comply with the Warranty. The Warranty is enforceable by the person(s) who owned the property on which the Components were originally installed at the time of such installation and its or their successor(s) as owner(s) of such property.

The Warranty does not include or cover defects in, failures of, or damage to any Component caused by or resulting from (a) mistreatment, misuse, neglect, negligence, accident, abusive use or abuse of, or damage to or improper installation, improper testing, or handling of, any Components; (b) reconstruction, repair, or **ALTERATION** of any Component by persons other than Schletter or its authorized Representative; (c) failure to provide Schletter with timely notice of a Warranty claim; (d) damage to Components caused by or resulting from extraordinary stress or operational demands, such as, for example but not in limitation, damage caused by storm, soil movement or instability, or chemical, mineral or biological action; (e) an event or occurrence which could have been covered by insurance against storms or other natural events or by another type of insurance; or (f) a *force majeure*, such as, without limitation, an Act of God (such as fire, flood, earthquake, storm, hurricane, tornado or other natural disaster), war, invasion, or acts of enemies, foreign powers, hostilities (whether or not war is declared), civil unrest, rebellion, revolution, insurrection, military or usurped power, intentional damage or other destructive acts by any person or party whatsoever.

Schletter’s only obligation under the Warranty is to repair or replace any defective Components, and Schletter shall never be obligated for any other monetary damages or losses or be subject to other types of legal remedies. A condition of Schletter’s obligations under the Warranty is that the person making any claim under the Warranty shall prove it is the owner of such power generating system and that the Component as to which the Warranty claim is made was produced by Schletter. Proof of purchase may be required as a condition of Schletter’s performance of Warranty obligations. Disputes as to the Warranty shall be resolved only in a court of competent jurisdiction in Windsor, Ontario.

**THIS IS THE ONLY WARRANTY OF OR AS TO COMPONENTS PRODUCED BY SCHLETTER. THERE ARE NO OTHER WARRANTIES, GUARANTIES OR ASSURANCES OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AS TO PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR OTHERWISE, AND ALL OF SUCH ARE HEREBY DISCLAIMED. APPLICABLE PROVISIONS OF SCHLETTER’S GENERAL TERMS AND CONDITIONS OF SALE IN EFFECT FROM TIME TO TIME DURING THE WARRANTY PERIOD SHALL APPLY TO THE WARRANTY.**