

Sinclair Designs & Engineering

**Integrated Project Development
& System Manufacturing**

Warranty Information

20 YEAR LIMITED WARRANTY AGREEMENT

(Ground Mount Racking Value Based on Purchase Order Reference #:XXX)

Liability Insurance Provider: Insurance Network Agency - 732 Capital Avenue, SW, Battle Creek, MI 49015

"PROJECT NAME":_XXX

"PRODUCT WARRANTED (the "Product)":_SDE Two-High Ground Mount Racking Components_____

"OWNER/CUSTOMER":_Sinclair Designs & Engineering / Nova Consultants

Installation instructions and applicable Product specifications must be followed or warranty is void. Sinclair Designs & Engineering (SDE) will not be responsible for any loss and/or liable for any claim resulting from installations that are not in accordance with our engineering instructions.

SDE warrants that the Product will be free from structural failure for a period of twenty (20) years after the date the project is substantially completed. For purpose of this warranty agreement (the "Warranty"), the project shall be deemed "substantially completed" when all material items have been installed. SDE will provide the Owner/Customer with a Certificate of Substantial Completion indicating the start date of Warranty. However, the Warranty will not be binding until SDE has received payment in full, inclusive of all change orders. SDE makes no warranties as to items or components furnished by others, or as to any item or component which is fabricated by SDE that is altered, damaged, or mis-used by others.

SDE further makes no warranties as to items or components damaged by flooding, lightning, hurricane, tornado, earthquake, fire, instability of the subsurface or foundation, chemical or biological effects, or other casualties. The Warranty is applicable only to damage to or failure of the structure of the Product caused by normal atmospheric exposure. Deterioration cause by excessive exposure to standing water, whether salt or fresh, or any exposure to corrosive chemicals, ash, or fumes, or any other foreign chemical substances is specifically excluded from this Warranty.

The Warranty does not cover photo-voltaic modules, electrical components, wiring connections, or any other accessories, fixtures, insulation, goods, or materials not directly associated with the structure of the Product. The Warranty does not cover any goods or materials not provided by SDE.

The Warranty shall be valid only if the Product is installed strictly in accordance with SDE's specifications. Any modification, deviation or variation from SDE's specifications will void the Warranty.

In the event of a claim against SDE which is based on the Warranty, Owner/Customer agrees to promptly notify SDE in writing regarding the alleged breach of Warranty. Owner/Customer specifically waives any and all warranty claims if SDE does not receive written notification of Warranty Claim within thirty (30) days of the occurrence generating the Warranty Claim. If the Claim is covered by the Warranty, the Owner/Customer's sole remedy under the warranty is either the repair or replacement of the Product, as chosen by SDE as its sole option.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND, EXCEPT AS PROVIDED ABOVE, SDE MAKES NO REPRESENTATION, GUARANTY, OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, MATERIALS, AND LABOR IT IS SUPPLYING PURSUANT TO THIS WARRANTY AGREEMENT. EXCEPT AS OTHERWISE PROVIDED ABOVE, SDE HEREBY DISCLAIMS REPRESENTATIONS, GUARANTIES, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR HABITABILITY. THERE IS NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THAT WARRANTY SPECIFICALLY AND EXPRESSLY PROVIDED ABOVE.

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SDE reserves the right to inspect the Product alleged to have breached the Warranty. Owner/Customer is required under the Warranty to conduct annual inspections of the Product and to provide annual maintenance which includes tightening any loose bolts or other connections and repairing any galvanized coating showing any signs of wear, rust, or deterioration. Owner/Customer agrees to hold and protect the Product alleged to have breached the Warranty until Owner/Customer is instructed to do otherwise by SDE. While the Product is in Owner/Customer's possession, Owner/Customer shall not alter same. Owner/Customer shall be liable for all damages to the Product which are alleged to have breached the Warranty, when damages occur while Owner/Customer is in possession of the Product. Owner/Customer specifically waives any and all claims against SDE if and to the extent Owner/Customer fails to conduct annual inspections or maintenance of the Product, fails to hold or protect the Product complained of, or fails to provide to SDE the unencumbered right and opportunity to timely inspect fully the Product alleged by Owner/Customer to have breached the Warranty.

Owner/Customer expressly waives all rights it may have against SDE, its officers, employees, or agents, for damages caused or alleged to be caused by SDE or the Product to the extent covered by any insurance applicable to the damages asserted. SDE's obligations are strictly limited to the obligation expressly set forth in this Warranty Agreement. SDE neither assumes nor authorizes any person to assume on its behalf any other obligation not set forth in this warranty agreement.

OWNER/CUSTOMER AGREES THAT SDE IS ONLY WILLING TO PROVIDE THIS WARRANTY AGREEMENT ON CERTAIN TERMS AND CONDITIONS. ONE OF WHICH IS THAT SDE SHALL HAVE NO LIABILITY TO OWNER/CUSTOMER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE PRODUCT OR ITS INSTALLATION, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, REVENUE OR PROFIT. AS SUCH, OWNER/CUSTOMER AGREES THAT, IN THE EVENT OF A DEFAULT OR OTHER ACTS OR OMISSIONS BY SDE ALLEGED TO HAVE CAUSED DAMAGES, OWNER/CUSTOMER SHALL BE ENTITLED TO RECOVER FROM SDE ONLY THOSE ACTUAL DAMAGES TO THE PRODUCT, AND THAT, IN ALL CASES, OWNER/CUSTOMERS DAMAGES RECOVERABLE FROM SDE, WHETHER BASED ON TORT, BREACH OF CONTRACT, OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO A MAXIMUM AMOUNT EQUAL TO THE AMOUNT PAID BY OWNER/CUSTOMER TO SDE FOR THE PRODUCT. UNDER NO CIRCUMSTANCE WHATSOEVER WILL SDE'S LIABILITY TO OWNER/CUSTOMER FOR DAMAGES, WHETHER BASED ON TORT, BREACH OF CONTRACT, OR ANY OTHER CAUSE OF ACTION, EXCEED THE AMOUNT PAID BY OWNER/CUSTOMER TO SDE FOR THE PRODUCT.

The above-provided Warranty extends only to claims of the Owner/Customer. Third parties shall have no rights or benefits under the Warranty unless transferred by the initial Owner/Customer to a subsequent purchaser with written notification provided to and approval received from SDE.

OWNER/CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD FOREVER HARMLESS SDE AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS BY THIRD PARTIES, INCLUDING REASONABLE ATTORNEYS FEES, DAMAGES, INJURIES, OR LOSSES SUSTAINED BY THIRD PARTIES AS A RESULT OF OWNER/CUSTOMER USE OR MISUSE OF THE PRODUCT.

Warranty-Owner Sinclair Designs & Engineering DATE: _____

SDE-Representative _____ DATE: _____

Customer _____ DATE: _____

Sunrise Solar-Representative _____ DATE: _____