

LIMITED WARRANTIES AND DISCLAIMER

THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT WWW.PANELCLAW.COM.

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

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

Who may use this Warranty?

PanelClaw extends this limited warranty only to the party who originally purchased a PanelClaw clawFR® or clawFRplus™ solar panel mounting system (the "**Products**") and any subsequent owner of the Products, subject to transferability below ("**Purchaser**"), provided the Products are installed properly and used for the purpose for which the Products are designed.

This limited warranty is transferable to subsequent owners, free of charge, by completing the PanelClaw Warranty Transfer Form ("**Transfer Form**"), which may be obtained from www.panelclaw.com. The Transfer Form must be completed within thirty (30) days of the transfer. The remaining benefits will be transferred to the new owner. The transfer of this limited warranty will not cause the warranty periods provided herein to reset.

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 PanelClaw 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; 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 PanelClaw's prior written authorization;

- d) damage to or caused by, or defects in, third party parts or materials not sold by PanelClaw (irrespective of PanelClaw 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 PanelClaw, or the use of which has not been expressly authorized by PanelClaw;
- f) Products installed, used, or maintained in a manner contrary to PanelClaw 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 PanelClaw, or any defect that arises from mounting the Product on a solar module, building, roof, or other construction that is unsuitable for the use 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 (the “**Warranty Period**”). Notwithstanding the foregoing, the Warranty Period for accessories and electrical junction boxes shall be limited to a period of ten (10) years from the date of shipment. PanelClaw 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. PanelClaw 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, PanelClaw 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 Period to be reset, will completely satisfy and discharge PanelClaw’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 any 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 PanelClaw's warranty assessment reveals that a Product is not defective, PanelClaw shall return the Product (if such Product was shipped to PanelClaw for the assessment) and the Purchaser shall promptly reimburse PanelClaw for all reasonable costs incurred by PanelClaw 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 (978) 688-4900 or mail PanelClaw during the Warranty Period at: 1600 Osgood Street, Suite 2023, North Andover, MA 01845, Attn: Warranty Service Department.

PanelClaw 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 PanelClaw without undue delay with all additional information and cooperation (including access to facilities and premises) reasonably requested by PanelClaw in respect of any warranty claim to enable PanelClaw to assess each claim under this limited warranty.

LIMITATION OF LIABILITY

Except as set forth above, PanelClaw 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 PANELCLAW'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. PANELCLAW'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE DEFECTIVE PRODUCT, NOR SHALL PANELCLAW 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. PanelClaw 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.