

# MANUFACTURER'S LIMITED PRODUCT WARRANTY

GripRac Inc (GR) warrants to the buyer ("Buyer") at the original installation site ("Site") that any of the solar racking components designed and manufactured by GR and installed at the Site ("Product") shall be free from defects in material and workmanship which substantially impair their ability to perform their intended function, as referenced in the GR Product Information, for a period of twenty five (25) years – except that any factory-applied finish is warranted to be free from substantial manufacturing-related visible peeling or cracking or chalking under normal atmospheric conditions for a period of five (5) years ("Finish Warranty") – from the earlier of 1) the date the installation of the Product at the Site is substantially complete, or 2) 120 days after the purchase of the Product by the original Buyer of the Product ("Warranty Period").

## WARRANTY TRANSFERENCE

Buyer may transfer this Warranty to subsequent Site owners, or if original Buyer is a contractor, to the Site owner, so long as the transferee agrees to the terms of this Limited Warranty as if it were the Buyer. Proof of purchase is required for any warranty claim.

## FINISH WARRANTY LIMITATIONS

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](http://www.aamanet.org)) are not followed.

## WARRANTY LIMITATIONS

This Limited Warranty 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 GR. Goods which may be sold by GR, but which are not designed or manufactured by GR are not warranted by GR, are sold only with the warranties, if any, of the original manufacturers thereof. This Limited Warranty does not cover damage to the Product that occurs during its shipment, storage, installation or use, or from force majeure acts including fire, flood, earthquake, storm, hurricane or other natural disaster, war, terrorist activities, acts of foreign enemies and criminal acts. This Limited Warranty does not cover damages or problems caused by the connection to or use of alternative materials not purchased from GR Price List. This Limited Warranty shall be void if A) installation of the Product is not performed in accordance with the GR Product Information, B) if the Product has been modified, repaired, or reworked in a manner not previously authorized by GR in writing, or C) the Product is installed in an environment for which it was not designed, each as determined by GR in its sole discretion.

## WARRANTY CLAIMS

If within the Warranty Period, the Product shall be proven at GR's sole discretion to be nonconforming, then GR shall repair or provide a replacement for the nonconforming Product, or any nonconforming part thereof, at GR's option. 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. GR's aggregate liability for all warranty claims shall not exceed the original Purchase Price of the nonconforming Product. Buyer shall bear all costs of shipment or transportation related to the repair or replacement of the nonconforming product. Such repair or replacement shall be Buyer's sole remedy and shall fulfill all of GR's obligations with respect to the Product and all warranty claims.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSED ABOVE, GR 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. GR 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 GR. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED.

All warranty claims must be:  
• made in writing and addressed to the Customer Service Officer, GripRac Inc, 633 S La Brea Ave. Los Angeles, CA 90036; and  
• accompanied by proof of purchase of the Frame in a form acceptable to GripRac Inc.