



Universal Aluminum Products
5353 46th Avenue
Edmonton, Maryland 20781
(202) 725-5542

LIMITED WARRANTY AND DISCLAIMER

UNIVERSAL ALUMINUM PRODUCTS WARRANTS THAT DURING THE WARRANTY PERIOD, THE PRODUCT COMPONENTS WILL BE FREE FROM DEFECTS IN MATERIAL, AS FURTHER PROVIDED BELOW.

UNIVERSAL ALUMINUM PRODUCTS' RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED SOLELY TO REPLACEMENT OF SUCH PRODUCT COMPONENT, OR REFUND AS DESCRIBED IN THIS WARRANTY STATEMENT.

Who may use this Limited Warranty?

Universal Aluminum Products extends this limited warranty to the original purchaser (the "Purchaser" or "Owner") of the Universal Aluminum Products elevated solar panel mounting system components (the "Product Components") and any subsequent Owner of the Product, subject to the transfer conditions below, provided the Product Components were properly installed and used for the purpose for which the Product Components were designed.

This limited warranty is transferable to subsequent Owners, free of charge, by completing the Universal Aluminum Products Warranty Transfer Form ("Transfer Form"). The Transfer Form must be completed within thirty (30) days of transfer for the remaining benefits to be transferred to the new Owner. Failure to submit the Transfer Form within such thirty (30) day period shall render this limited warranty non-transferable. The successful transfer of this limited warranty will not cause the warranty periods provided herein to reset.

What does this Limited Warranty cover?

This limited warranty provides that Product Components will be free of defects in material that materially impair the use of the Product Components for their designed purpose.

This Limited Warranty excludes:

- a) any defect that has not been reported to Universal Aluminum Products in writing (i) within the warranty period set forth below and (ii) within a reasonable time not to exceed ten (10) days after discovery of such defect;
- b) normal wear (including discoloration or corrosion resulting over time, 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) Product Components that have been altered, modified, or repaired without Universal Aluminum Products' prior written authorization;
- d) damage or defects caused by third party parts or materials not sold by Universal Aluminum Products;
- 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 Components, which third party products or materials have



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not been provided for such use by or on behalf of Universal Aluminum Products, or the use of which has not been expressly authorized by Universal Aluminum Products;

f) Product Components installed, used, or maintained in a manner contrary to Universal Aluminum Products documentation, including any defect that arises from the faulty handling, storage, assembly, loading, or installation of the Product Components, or any handling, storage, assembly, loading, or installation not in accordance with the instructions given by Universal Aluminum Products, or any defect that arises from mounting the Product Components on any building, roof, or other construction that is unsuitable for the use of the Product Components;

g) damage to the Product Components during shipment, storage, or installation; and

h) any defect that does not materially impair the use of the Product Components 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 Component finish, or to Product components installed in corrosive atmospheric conditions including, without limitation, coastal, marine, industrial, or high-salinity environments, and shall be void if the practices specified in AAMA 609 and 610-02, Cleaning and Maintenance for Architecturally Finished Aluminum, as applicable, are not followed.

What is the period of coverage?

This limited warranty shall commence upon delivery of the Product Components and last for a period of ten (10) years (the "Warranty Period"). Universal Aluminum Products further warrants that all Product Components 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 products. Universal Aluminum Products may change the availability of this limited warranty at its discretion, but any changes will not be retroactive.

What are your remedies under this Limited Warranty?

With respect to any defective Product Component during the Warranty Period, Universal Aluminum Products will, in its sole discretion, within a commercially reasonable time after validation of the claim, either (a) repair or replace such Product Component (or defective part) free of charge or (b) refund the purchase price of the Product Component. Such repair, replacement, or refund will not cause the Warranty Period to be reset, will completely satisfy and discharge Universal Aluminum Products' liability and obligation with respect to this limited warranty, and will not create an expectation of warranty coverage in the future. A refurbished Product Component may be used to repair or replace any defective components. **Transportation, installation, labor, or any other costs or losses associated with a warranty claim, or Product Component replacement or repair, are not covered by this limited warranty and are not reimbursable.**

If Universal Aluminum Products' warranty assessment reveals that a Product Component is not defective, Universal Aluminum Products shall return the Product Component (if such Product Component was shipped to Universal Aluminum Products for the assessment) and the Purchaser shall



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promptly reimburse Universal Aluminum Products for all reasonable costs incurred by Universal Aluminum Products 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 (202) 725-5542 or mail Universal Aluminum Products during the Warranty Period at: 5353 46th Avenue, Edmonston, Maryland 20781 Attn: Warranty Service Department.

Universal Aluminum Products may request Owner to provide information reasonably known to the Owner in respect of the alleged defect or warranty claim, including, as appropriate, photographs or video recordings of the alleged defect. Owner shall provide Universal Aluminum Products without undue delay with all additional information and cooperation (including access to facilities and premises) reasonably requested by Universal Aluminum Products in respect of any warranty claim to enable Universal Aluminum Products to assess each claim under this limited warranty.

LIMITATION OF LIABILITY

Except as set forth above, Universal Aluminum Products sells all Product Components 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 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THE REMEDIES DESCRIBED ABOVE ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND UNIVERSAL ALUMINUM PRODUCTS' ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. UNIVERSAL ALUMINUM PRODUCTS' LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE DEFECTIVE PRODUCT COMPONENT, NOR SHALL UNIVERSAL ALUMINUM PRODUCTS 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. Universal Aluminum Products 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.