

SOLSTICE™ Warranty

Solstice Manufacturing, LLC ("Warrantor") warrants that its SOLSTICE™ photovoltaic module mounting system, when installed and maintained in accord with SOLSTICE™ written instructions, shall remain free of manufactured defect due to faulty material or workmanship for a period of ten (10) years following the initial date of shipment ("Warranty Period").

This Warranty is limited to the original SOLSTICE™ system installation, and is transferable when the product remains installed in its original location. This Warranty does not cover damage in transit, nor in storage or handling before and during system installation. This Warranty does not cover damage caused or contributed to by improper placement, assembly or maintenance, by misuse, abuse or accident, by failures or flaws in other supporting or connected systems, by lightning, acts of God, theft, vandalism or other exceptional event, or by service under conditions more severe than the limits of code standards and product specifications in effect at time of sale. This Warranty does not cover overall photovoltaic system design and selection decisions made by others, nor does it cover parts and materials connected or related to the SOLSTICE™ system but not manufactured or supplied by Warrantor. All warranty claims must be received within the Warranty Period for the warranty to be valid.

This Warranty shall be void if the SOLSTICE™ system is not installed and maintained in complete accord with Warrantor's written instructions. This Warranty shall be void if the SOLSTICE™ system, including any component supplied or specified by Warrantor, is modified, substituted, or replaced without prior written authorization by Warrantor, or is utilized in any application or condition contrary to or exceeding Warrantor's written instructions or specifications.

If the SOLSTICE™ system should fail to perform within the terms of this Warranty, Warrantor shall, at its sole election, repair the defective product, provide a replacement, or provide a refund not to exceed the documented original material purchase price of the particular unit or units that have a manufactured defect. To obtain warranty service, the Purchaser shall contact Warrantor by telephone at 908-284-0096 or by E-mail to Sales@SolsticeManufacturing.com. Based on the reported problem, Warrantor shall work with the Purchaser, at no charge between either party, to ascertain the extent and validity of the Warranty claim. If requested by Warrantor, the Purchaser shall provide access for on-site inspection, installation photos, or other reasonable support documentation. The Purchaser shall not undertake or attempt unauthorized repairs, and Warrantor shall not be liable for repair or corrective action by the Purchaser or any third-party without prior written approval from Warrantor.

THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. WARRANTOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WARRANTOR'S LIABILITY SHALL BE LIMITED TO REPAIRING THE DEFECTIVE PRODUCT, PROVIDING A REPLACEMENT FOR THE DEFECTIVE PRODUCT, OR PROVIDING A REFUND NOT TO EXCEED THE DOCUMENTED ORIGINAL PURCHASE PRICE OF THE PARTICULAR UNIT OR UNITS THAT HAVE A MANUFACTURED DEFECT. IN NO CASE SHALL WARRANTOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

If any provision of this Warranty is held invalid or unenforceable, it shall be severed and all other provisions shall remain in full force and effect. The exclusive jurisdiction for disputes under this Warranty shall be the Courts of the County of Hunterdon, New Jersey, and the parties hereby consent to such jurisdiction notwithstanding any choice of laws or other law or agreement to the contrary.

Be advised that this Warranty grants the Purchaser specific legal rights which may vary according to the state in which the SOLSTICE™ system is installed.