

# EcoMount<sup>®</sup>

## Limited Product Warranty



Ecolibrium Solar, Inc (“ECOLIBRIUM”) warrants to the original purchaser and any party for whom the Product (as defined below) is installed (“Purchaser”) that ECOLIBRIUM’S EcoMount inverter mounting product (the “Product”), when sold and delivered pursuant to the terms of a written ECOLIBRIUM quotation, order confirmation or invoice, will, except as provided herein, be new, will conform to the specifications in the applicable ECOLIBRIUM quotation, order confirmation or invoice, and will be free from defects in material and/or workmanship for a period of ten (10) years from the date of shipment. Except for the foregoing limited warranties, ECOLIBRIUM makes no other warranties express or implied for its products to any person.

ECOLIBRIUM makes no warranty as to the cosmetic or aesthetic condition of the Product. This Warranty does not apply to damage incurred during shipment and does not apply to damage that is the result of improper handling, storage or of accident. This Warranty will be void if during the warranty period, the Product (i) has been improperly or incorrectly installed, used, or maintained, which includes, but is not limited to, the failure to install the Product in accordance with the instructions in the EcoMount Installation Guide or any other specifications provided by ECOLIBRIUM, or (ii) has been used under abnormal conditions or contrary to applicable specifications, which includes, but is not limited to, the failure to use compatible inverters as specified in the Product datasheet. Purchaser, and not ECOLIBRIUM, is responsible for determining the suitability of the Product in connection with any project.

This Warranty is granted to the Purchaser only and is only applicable to the original installation of the Product. This Warranty does not apply to damage to the Product that is the result of weather conditions that exceed local building code design limits that were applicable at the time the Product was originally installed.

IT IS RECOGNIZED AND AGREED THAT THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THAT ECOLIBRIUM DOES NOT MAKE ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

In the event the product fails to satisfy the foregoing limited warranties, then ECOLIBRIUM will repair or replace, at its option and cost, the non-conforming Product. The foregoing remedy shall be in lieu of all others that Purchaser or any third party may have, and the Purchaser waives any and all other remedies.

To obtain warranty service, the Purchaser must contact ECOLIBRIUM by telephone or email, and ECOLIBRIUM will establish a claim file and initiate action to repair or replace the non-compliant Product. ECOLIBRIUM will work with the Purchaser to determine the extent of the problem and may elect to perform a site inspection.

ECOLIBRIUM will not assume expense or liability for correction of a non-conforming Product incurred by the Purchaser or by third parties without ECOLIBRIUM’S prior written authorization.

ECOLIBRIUM's total liability hereunder for the repair or replacement of a Product or any non-conforming components thereof, shall not exceed the original purchase price of the Product. In no event will ECOLIBRIUM be liable for or responsible to the Purchaser, or to any other party, for any consequential, incidental, or special, loss, cost, damage, or expense (including lost profits, lost time or inconvenience), however arising, including without limitation any loss, cost, damage, or expense arising from the curtailment or interruption of photovoltaic (PV) system operation or from the curtailment or interruption of any operations, processes, or equipment connected to the PV system.

This Warranty grants the purchaser specific legal rights that may vary according to the state in which the Product is installed. In some states, sellers cannot limit the rights of the purchaser, so you may have access to legal remedies in addition to or greater than those specified herein.

This Warranty does not cover failures resulting from fire, flood, lightning, hurricane, tornado, hailstorm, windstorm, earthquake, or other acts of God, vandalism, explosions, exposure to harmful materials or fluids, alterations or repairs not authorized by ECOLIBRIUM, or any other cause beyond the control of ECOLIBRIUM.