

Limited Product Warranty

Ecolibrium Solar, Inc (“ECOLIBRIUM”) warrants to the original purchaser (“Purchaser”) that ECOLIBRIUM’S EcoFoot5D, when sold and delivered pursuant to the terms of a written ECOLIBRIUM quotation, order confirmation or invoice, will 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 twenty-five (25) 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.

This Warranty does not apply to damage incurred during shipment and does not apply to damage that is the result of improper handling. This Warranty will be void if during the warranty period, the ECOLIBRIUM EcoFoot5D has been improperly or incorrectly installed, used, or maintained, or has been operated under abnormal conditions or contrary to applicable specifications.

This Warranty is granted to the original Purchaser only and is only applicable to the original installation of the ECOLIBRIUM EcoFoot5D. This Warranty does not apply to damage to the ECOLIBRIUM EcoFoot5D that is the result of weather conditions that exceed local building code design limits that were applicable at the time that the ECOLIBRIUM EcoFoot5D 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 OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

In the event the ECOLIBRIUM EcoFoot5D fails to satisfy the foregoing limited warranties, then ECOLIBRIUM will repair or replace, at its option and cost, the defective product. The foregoing remedy shall be in lieu of all others that Purchaser or any third may have, and the Purchaser waives any and all other remedies.

To obtain warranty service, the Purchaser should contact ECOLIBRIUM by telephone or email, and ECOLIBRIUM will establish a claim file and initiate action to repair or replace the defective 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 defective ECOLIBRIUM EcoFoot5D by the Purchaser or by third parties without ECOLIBRIUM’S prior written authorization.

ECOLIBRIUM’S total liability hereunder for the repair or replacement of an ECOLIBRIUM EcoFoot5D or any defective components thereof, shall not exceed the original purchase price of the system. 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, 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 ECOLIBRIUM EcoFoot5D 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 here.

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.