

## E. DynoRaxx Limited Warranty

### **A. MATERIAL AND WORKMANSHIP WARRANTY**

DynoRaxx, Inc., ("DynoRaxx") warrants to the original registered purchaser ("Purchaser") of the DynoRaxx® flat-roof mounted racking systems ("Product") for installation at the original installation site that the Product shall be free from defects in material and product workmanship for all claims received in writing from Purchaser by DynoRaxx according to the CLAIM FILING INSTRUCTIONS in this warranty within a period of ten (10) years from the date of delivery of the Product by the original Purchaser ("Material and Workmanship Warranty").

### **B. FINISH WARRANTY**

The Material and Workmanship Warranty shall not apply to galvanized steel finish of the Product. DynoRaxx warrants the galvanized steel finish of the Product against corrosion under normal atmospheric conditions for all claims received in writing from Purchaser by DynoRaxx according to the CLAIM FILING INSTRUCTIONS in this warranty within a period of five (5) years from the date of delivery of the Product by the original Purchaser ("Finish Warranty").

### **C. WARRANTY EXCLUSIONS AND LIMITATIONS**

1. The Finish Warranty does not apply to surfaces that are scratched, chipped or broken due to other than reasonable wear and tear.
2. The Finish Warranty does not apply to surfaces that are or were exposed to corrosive materials or other foreign residues. All installations in an environment containing corrosive materials are excluded from the Finish Warranty.
3. The Material and Workmanship Warranty and Finish Warranty do not cover damage to the Product that occurs during its shipment, storage, or installation.
4. The Material and Workmanship Warranty and the Finish Warranty shall be VOID if (1) installation of the Product did not follow DynoRaxx's written installation instructions, (2) if the Product has been modified, repaired, or reconfigured in a manner not previously authorized by DynoRaxx IN WRITING, (3) if the Product is not installed for a purpose for which the Product was intended.

### **D. COVERAGE SCOPE**

1. DynoRaxx shall be liable for only the cost of replacement parts and materials and excludes all labor costs (such as without limitation the cost of defective Product removal and the cost of replacement Product installation), consequential, contingent or incidental damages arising out of the use of the Product by Purchaser under any circumstances.
2. If within the specified periods of the Material and Workmanship Warranty and the Finish Warranty, Purchaser has established in writing by reasonable proof that the Product is defective in a manner covered by the terms of this warranty, then DynoRaxx, at their sole discretion, shall provide (1) replacement parts for the portion of the Product that is reasonably proven to be defective; (2) a refund of a prorated share of the original purchase price of the Product (excluding

without limitation the cost of solar panels, wiring equipment and supplies, plumbing equipment or supplies, or labor costs) multiplied by the remaining term of the warranty from the time the defect is reported in writing to DynoRaxx to the end of the relevant warranty period divided by the total relevant warranty period; or (3) repair of the portion of the product that is reasonably proven to be defective.

3. Such refund, replacement or repair shall completely satisfy and discharge all of DynoRaxx's liability with respect to the Material and Workmanship Warranty or the Finish Warranty.
4. Purchaser (and not DynoRaxx) shall bear all cost relating to the return of product to DynoRaxx including risk of loss, theft or damage during shipping. Purchaser at its own discretion may obtain insurance for shipping the product back to DynoRaxx.
5. Manufacturers of related items, such as photovoltaic modules, flashings, electrical system or plumbing system, may provide written warranties of their own and therefore are not covered by this warranty. DynoRaxx's limited Warranty covers only its Product, and not any related items such as solar panels, wiring, plumbing or other equipment not sold by DynoRaxx.

**E. NO OTHER WARRANTIES**

**TO THE EXTENT PERMITTED BY LAW, DYNORAXX LIMITS ITS OBLIGATIONS UNDER ANY IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO EXPLICIT TERMS AND CONDITIONS OF THE WARRANTY STATED HEREIN.**

**F. CLAIM FILING INFORMATION**

To file a claim under the Material and Workmanship Warranty and the Finish Warranty, Purchaser needs to present (1) adequate documentation that the product did not meet the terms of the warranty explicitly set forth above and (2) adequate written proof of the date of delivery of the Product including a dated sales contract, fully executed purchase order, bill of lading, courier tracking information or other reasonable proof of the date of delivery of the equipment and deliver, mail, or fax the above described documentation to:

DYNORAXX WARRANTY CLAIMS  
DynoRaxx, Inc.  
6500 Sheridan Drive, Suite 120  
Buffalo, NY 14221  
866-807-7882 Toll Free Fax

Thereafter, DynoRaxx will consider the documentation and have a reasonable period of time to investigate the merit of a warranty claim. If in the judgment of DynoRaxx, the warranty has been breached or the investigation of the warranty claim requires further physical inspection by DynoRaxx of some or all of the Product relating to the warranty claim ("claim related Product"), then DynoRaxx (in its sole discretion) may issue a return material authorization (RMA) to authorize Purchaser to return specific claim related Product ("return authorized Product") to DynoRaxx. DynoRaxx shall not accept any product other than return authorized Product for which an RMA is issued. Purchaser shall bear the cost of disassembling and shipping return authorized Product to DynoRaxx.