



#### **MANUFACTURER'S LIMITED PRODUCT WARRANTY**

Unirac, Inc., ("Unirac") warrants to the owner ("Owner") of the original installation site ("Site") and the transferees permitted herein that any of the Products, defined as components designed and manufactured by Unirac (excluding plastic wire management clips) and installed at the Site ("Products") shall be free from defects in material and workmanship which substantially impair their ability to perform their intended function, as referenced in the Unirac Product Information, for a period of twenty five (25) years - except that any factory-applied finish is warranted to be free from substantial manufacturing-related visible peeling or cracking or chalking under normal atmospheric conditions for a period of only five (5) years ("Finish Warranty") - from the earlier of 1) the date the installation of the Product at the Site is substantially complete, or 2) 120 days after the purchase of the Product by the original buyer of the Product ("Warranty Period").

#### **WARRANTY TRANSFERENCE**

Owner may not transfer this Warranty except to subsequent owners of the Site. Proof of purchase is required for any warranty claim.

#### **FINISH WARRANTY LIMITATIONS**

The Finish Warranty does not apply to any issues caused by foreign residue deposited on the finish, or an installation in atmospheric conditions more corrosive than normal conditions. The Finish Warranty is VOID if the practices specified by AAMA 609 & 610-02 — "Cleaning and Maintenance for Architecturally Finished Aluminum" ([www.aamanet.org](http://www.aamanet.org)) are not followed.

#### **WARRANTY LIMITATIONS**

**This Limited Warranty covers only the Product, and not PV modules, electrical components and or wiring used in conjunction with the Product or any other goods, equipment or materials not designed and manufactured by Unirac.** Goods which may be sold by Unirac, but which are not designed or manufactured by Unirac are not warranted by Unirac, are sold only with the warranties, if any, of the original manufacturers thereof. This warranty does not cover damage to the Product that occurs during its shipment, storage, installation or use, or from force majeure acts including fire, flood, earthquake, storm, hurricane or other natural disaster, war, terrorist activities, acts of foreign enemies and criminal acts. This warranty does not cover damages or problems caused by the connection to or use of alternative materials not purchased from Unirac. This Limited Warranty shall be void if A) installation of the Product is not performed in accordance with the Unirac Product Information and all national, state and local laws, codes, ordinances and regulations, B) if the Product has been modified, repaired, or reworked in a manner not previously authorized by Unirac in writing, or C) the Product is installed in an environment for which it was not designed, each as determined by Unirac in its sole discretion.

#### **WARRANTY CLAIMS**

If, within the Warranty Period, Unirac is notified in writing of an alleged non-conformity and if the Product shall be proven at Unirac's sole discretion to be nonconforming with this warranty, then Unirac shall repair, provide a refund of the purchase price of, or provide a replacement for the nonconforming Product, or any nonconforming part thereof, at Unirac's option. Any such repair, refund or replacement does not alter or extend the original Warranty Period. Unirac's aggregate liability for all warranty claims shall not exceed the original purchase price of the nonconforming Product. Owner shall bear all costs of shipment or transportation related to the repair or replacement of the nonconforming Product. Such repair, replacement or refund shall be Owner's sole remedy and Unirac's entire liability for any breach of this warranty and shall fulfill all of Unirac's obligations with respect to the Product and all warranty claims.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, UNIRAC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, **EXPRESS OR IMPLIED**, INCLUDING THE IMPLIED **WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

**UNIRAC SHALL NOT BE LIABLE FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY OWNER FOR DAMAGES OF OWNER OR OWNER'S CUSTOMERS, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF ANY DEFECT OR NONCONFORMITY IN THE PRODUCT COVERED BY THIS WARRANTY, EVEN IF CAUSED BY THE NEGLIGENCE OF UNIRAC. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED.**

**EFFECTIVE DATE: FEBRUARY 14, 2022**

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