

Solar Foundations USA® – Limited Product Warranty

1. Limited Product Warranty

Solar Foundations USA®, Inc. (“Solar Foundations”) warrants to the original purchaser of its structural mounting products (“Products”), and any subsequent owner of the original installation site (“Purchaser”), that the Products shall be free from defects in materials and workmanship that materially impair their structural performance under normal use and service conditions, for a period of twenty-five (25) years from the date of shipment by Solar Foundations USA®. The warranty version and installation manual version applicable to a Product are the versions in effect on the date of shipment.

2. Finish Warranty

Solar Foundations warrants that all Products with finishes will be free of visible defects, peeling, and cracking for a period of five (5) years from the date of shipment. This Finish Warranty does not apply to mill finish products, pre-plated steel, or polymeric components. It shall be void if the Product is installed in corrosive environments or if proper surface maintenance is not performed in accordance with ASTM A780 or other applicable industry standards. This Finish Warranty does not cover damage resulting from improper outdoor storage prior to installation, including exposure to rain, humidity, or accumulated moisture while the Product is bundled.

3. Transferability

This Limited Warranty is transferable to subsequent owners of the original installation site, provided the Product remains installed at its original location and the new owner submits written notice of the ownership transfer, along with proof of original purchase. The Warranty Period shall not be extended or reset upon transfer.

4. Maintenance and Inspection

Purchaser is responsible for periodic visual inspection of the Product and for performing protective maintenance as needed based on observed conditions and site environment. Particular attention should be given to ground screw at-grade transitions, weld points, cut ends, drilled or modified surfaces, and bolted connections. Maintenance includes application of cold galvanizing compound or equivalent corrosion protection to exposed or damaged steel surfaces. For installations in marine, coastal, or other elevated-corrosion environments, more frequent inspection and protective maintenance may be required based on site conditions.

5. Warranty Exclusions

This Limited Warranty does not cover:

- a. Damage or failure due to shipping, mishandling, storage, improper installation, or improper use;
- b. Damage caused by force majeure events, including but not limited to fire, flood, earthquake, storm, hurricane, or other natural disasters, war, terrorism, acts of foreign enemies, or criminal acts;
- c. Environmental exposure beyond design parameters, including corrosive atmospheres or corrosive soil conditions;
- d. Normal wear and tear, cosmetic changes, or minor surface oxidation. Surface oxidation of mill finish aluminum is normal and is not a defect;
- e. Use in combination with or damage caused by connection to third-party products or alternative materials not provided or approved in writing by Solar Foundations;
- f. Improper use, abuse, alteration, or unauthorized repair of the Product;
- g. Failure to perform inspection and maintenance per Section 4;
- h. External physical forces or events not attributable to a defect in the Product, including but not limited to acts, impacts, or interactions involving natural elements, animals, equipment, or other objects;
- i. Any corrosion or finish degradation resulting from improper outdoor storage, including exposure to moisture while the Product is bundled or left uncovered prior to installation.

6. Remedies and Limitations

If a Product is proven, to Solar Foundations' satisfaction, to be materially defective during the Warranty Period, Solar Foundations will, at its sole discretion, repair the defective Product, replace the defective Product (or part thereof), or refund the original purchase price of the defective Product. Such remedy shall constitute the sole and exclusive remedy available to the Purchaser or transferee. This warranty does not cover costs of shipment, labor, equipment rental, or installation, nor does it cover consequential, indirect, incidental, or special damages, loss of use, revenue, or profit, or claims by third parties, or damages to persons or other property.

7. Warranty Claim Process

To obtain warranty service, the Purchaser (or transferee) must notify Solar Foundations in writing within ten (10) business days after discovering a potential defect, and within the applicable warranty period. Claims must include proof of purchase, site location and installation details, and a description of the defect with supporting photographic documentation. Solar Foundations may require inspection of the Product and documentation before issuing any remedy. All notifications required under this Limited Warranty, including transfer notices and warranty claims, must be submitted in writing to Solar Foundations USA[®] using the contact information published at the time of notice on the company's official website (www.sfusa.com/contact). Notifications may also be sent by mail to Solar Foundations USA, Inc., 1142 River Road, New Castle, DE 19720.

8. Limitation of Implied Warranties

All implied warranties, including but not limited to merchantability and fitness for a particular purpose, are limited in duration to the Warranty Period. No agent, employee, or representative of Solar Foundations is authorized to modify this Limited Warranty. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Substitutions or modifications approved in writing by Solar Foundations USA do not void this warranty.

9. Severability

If any provision of this Limited Warranty is held invalid or unenforceable, the remaining provisions remain in effect.