

LIMITED WARRANTY FOR FIELD-FAST™ FIXED TILT PV PANEL MOUNTING STRUCTURES

Warranty Coverage:

Subject to the terms hereof, **OMCO Solar LLC**, an Arizona limited liability company (“OMCO”), warrants to the original purchaser (“Purchaser”) that the PV Panel Mounting Structure delivered (the “Product”) shall be free from material defects in materials and workmanship.

This Warranty covers only those components of the Product that were manufactured by OMCO, which shall only include: (a) posts; (b) beams; (c) tilt brackets; (d) diagonal strut; (e) module rails; (f) clamps; and (g) OMCO supplied fasteners (collectively, the “Components”). The warranty will not be binding until OMCO has received payment in full for the Products.

Warranty Duration:

This Warranty is effective for a period of twenty (20) years immediately following the date of shipment of the Product to the address specified in the applicable Customer Purchase Order.

Warranty Exclusions:

The Warranty does not cover:

- Design flaws resulting from incorrect geo-technical or structural requirements furnished to OMCO by Purchaser or its agents or representatives;
- Incorrect or deficient installation of the Product, including failure to use an OMCO approved installer or deviations from the Product Installation Guide;
- Products that have been altered or used in a manner not consistent with their original design or intended purpose;
- Any failure of the Product due to events exceeding the Product design loads, as based on the Purchaser’s geo-technical and structural requirements;
- Acts of God;
- Any abuse, alteration, or vandalism of the Product or its Components by Purchaser or a third party;
- Damage or failure caused by erosion, excessive exposure to standing water, exposure to corrosive chemicals, fumes, ash, or other foreign chemical substances, use in an environment for which the Product was not designed, or when geo-technical and structural information provided by Purchaser is inconsistent with actual load requirements;
- White rust, a natural aging process associated with galvanized steel; and
- Any financial or other consequential loss sustained due to a failure of the Product.

THE WARRANTIES STATED HEREIN ARE THE ONLY REPRESENTATIONS AND WARRANTIES OMCO HAS GIVEN TO THE ORIGINAL PURCHASER IN CONNECTION WITH THE PROVISION OF THE PRODUCT TO SUCH PURCHASER. EXCEPT AS SET FORTH HEREIN, OMCO HAS NOT MADE AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER OR FURTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE PRODUCT. THE WARRANTIES GIVEN HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES OMCO MIGHT HAVE GIVEN TO THE ORIGINAL PURCHASER, INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR INTENDED USE. ALL OTHER WARRANTIES OMCO OR ANYONE PURPORTING TO REPRESENT OMCO, INCLUDING WITHOUT LIMITATION, ANY DISTRIBUTOR OR SALES AGENT OF OMCO, MAY HAVE GIVEN, OR WHICH MAY BE PROVIDED OR IMPLIED BY LAW OR COMMERCIAL PRACTICE, ARE HEREBY EXCLUDED.

Owner Responsibilities:

The owner of the Product under this Warranty is required to conduct annual inspections of the Product and to provide necessary maintenance, including tightening of fasteners or other connections, and repairing of any galvanized coatings showing signs of wear, rust, or other deterioration. Failure to conduct annual inspections or to perform required maintenance of the Product will void the Warranty.

Voiding the Warranty:

This Warranty shall be void if:

- Purchaser, or its agents or representatives, use or permit to be used any components in the Product that are not manufactured, supplied or approved by OMCO; or
- Purchaser, or its agents or representatives, repair the Product in a manner not approved by OMCO.

Warranty Administration:

To make a Warranty claim, Purchaser, must notify OMCO in writing of the defect and any pertinent facts or circumstances within thirty (30) days (or such shorter period as may reflect the severity of the defect) of the date Purchaser first become aware of the defect. Written notice should be given via registered mail to OMCO at 30396 Lakeland Blvd, Wickliffe, Ohio 44092 USA, Attention: Warranty Claims Department.

Upon receipt of the written notice, OMCO will establish a claim file and contact Purchaser to discuss the Warranty claim. OMCO shall be entitled to appoint a local agent to assess the claim on its behalf. Purchaser shall be required to provide OMCO and/or its representatives with all reasonable and unhindered access to inspect the Product. Following OMCO's assessment of the Warranty claim, OMCO, at its sole and exclusive option, shall decide whether to repair or replace the Product covered by this Warranty subject to the following:

- If OMCO elects to repair a defect, Purchaser shall, at its sole cost and expense, provide site access necessary to facilitate such repair.
- If OMCO elects to replace the Product, Purchaser shall return the allegedly defective components to OMCO at the address above at OMCO's cost and expense. Components need to be shipped to OMCO within thirty (30) days to be considered for Warranty replacement.

Warranty Limitations:

OMCO'S LIABILITY FOR ITS PRODUCTS UNDER ALL THEORIES OF LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THOSE FOUND BY OMCO TO BE DEFECTIVE, OR AT OMCO'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH PRODUCTS.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, OMCO SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY OR THE PRODUCTS COVERED HEREBY, INCLUDING WITHOUT LIMITATION BREACH OF ANY OBLIGATION IMPOSED ON OMCO HEREUNDER OR IN CONNECTION HEREWITH. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT.

OMCO MAKES NO WARRANTY AS TO METHODS EMPLOYED BY OR QUALITY OF WORK PRODUCT OF ANY OMCO APPROVED INSTALLER, OR CONSEQUENTIAL DAMAGES DUE TO SUCH INSTALLERS WORK PRODUCT.

Assignment and Law:

- Purchaser may assign its rights and obligations arising under this Warranty to a third-party provided Purchaser furnishes OMCO with written notification within ninety (90) days of the effective date of the assignment. Written notification to OMCO must include: (a) the names, addresses, and contact information of both Purchaser and assignee; (b) the effective date of assignment; Purchaser's original purchase order number(s); and (c) the shipment address of the Products. If such notice is not received by OMCO as set forth herein, the Warranty shall be null and void and of no further force or effect following the effective date of the purported assignment.

- This Warranty shall be governed by and construed in accordance with the laws of the State of Ohio, USA.
- OMCO reserves the right to amend this Warranty at any time upon providing Purchaser written notice thereof.