



## § 1 Limited Warranty

A. Mounting Systems, Inc., hereinafter referred to as "Mounting Systems", warrants only to its direct customer ("Customer") that the products listed below (each a "Product" and, collectively, the "Products"), when installed properly in the United States of America or Canada, will be free from defects in workmanship and material during the applicable warranty period identified in § 2, below, subject to the exclusions and limitations contained in this Limited Warranty statement.

Mounting system "Alpha"  
Mounting system "Alpha+"  
Mounting system "Tau"  
Mounting system "Tau+"  
Mounting system "Lambda"  
Mounting system "Sigma I"  
Mounting system "Sigma I XL"  
Mounting system "Sigma II"

B. This Limited Warranty sets forth Mounting Systems' total and exclusive warranty obligation. Mounting Systems does not assume, nor authorize any person to assume for it, any other liability in connection with the sales of its Products.

C. This Limited Warranty does not cover any adverse effects on any Product or any Product defects which arise because:

1. The Product was not assembled and installed in accordance with the assembly and installation instructions and the applicable technical norms and regulations;
2. The Product was not assembled and installed by qualified personnel with the skill set defined in the installation manual;
3. The Product was not transported, installed, assembled, tested or operated in accordance with best prudent industry methods and practices;
4. The Product was not used in accordance with the published technical specifications or the Product was used contrary to the intended purpose of use as specified in the installation manual;
5. The Product was not properly stored before or during the assembly/installation phase;
6. Interferences with or changes to the Product or its accessories were made without the express written consent of Mounting Systems;
7. Accessories which are not original Mounting Systems accessories were used in connection with the Product;
8. The Product was not serviced by a specialist firm at least once each year;
9. The Product was subject to extraordinary environmental conditions (e.g., excess voltage, magnetic fields or similar circumstances);
10. The Product was subject to a force majeure (as defined in § 4A, below);
11. A heightened salt content in the ambient air or oxidation-provoking metal combinations (e.g., copper) have caused corrosion at the installation site of the Product; or
12. The load capacity of the roof construction and/or the foundations, footers or ground have not been assured according to the accepted state-of-the-art technology and applicable technical norms and regulations.

D. If any Product fails to operate during the applicable warranty period due to a warranted defect in workmanship or material, Mounting Systems shall either, at its option and expense and as its sole and



exclusive obligation, carry out a professional repair of the defective Product component in question or replace the defective component with a new or updated component. If the Product in question is no longer manufactured, then Mounting Systems shall be entitled to provide a different comparable Product (different size, different color, different form and/or different performance, etc.).

E. Performance under this Limited Warranty will not trigger the commencement of a new warranty period, nor will it extend the applicable warranty period.

#### § 2 Territorial Scope/Warranty Period

- A. This Limited Warranty applies geographically to Products sold and properly installed in the United States of America and Canada.
- B. The warranty period for all metallic Product components is 10 years.
- C. The warranty period for all non-metallic Product components is 2 years.
- D. Each warranty period commences on the date of delivery of the Product to the Customer.

#### § 3 Procedures in the Event of a Warranty Claim

If the Product exhibits defects that are covered under this Limited Warranty, then please promptly contact Mounting Systems Customer Service at (855) 731-9996 or at the address or facsimile number noted below. Please have the following information available when contacting us by phone:

- Your name, address, ZIP or postal code and a telephone number where you can be contacted
- The Product model description
- Purchase receipt containing the date and Customer's address
- Warranty certificate of the defective Product (if available)
- The date of installation
- The location and address of installation
- A complete listing of the observed defects and additional information which could help in analyzing the defect.

The staff of Mounting Systems Customer Service will inform you about any additional steps and will supply you with your own individual claim number. Please provide this number during any subsequent discussion or communications related to the processing of your claim.

The following documents and information must be made available to Mounting Systems upon request:

- Photographs of the damaged Product(s)
- System circuit diagram(s)
- Any pertinent system monitoring or data capture records

If the staff members at Mounting Systems Customer Service request that you send Mounting Systems purchase documentation which is more specifically defined during the discussions, then please send this information either by mail, fax or email to the following:

Mounting Systems Customer Service  
820 Riverside Parkway  
Sacramento, CA 95605  
Fax: (916) 287-2269  
Email: [info@mounting-systems.us](mailto:info@mounting-systems.us)

Please note that Mounting Systems cannot accept the delivery of any Product or Product component that it receives without prior notice by telephone.



#### § 4 Warranty Limitations and Final Provisions

- A. This Limited Warranty does not apply if the defects or discrepancies in the condition of the Product are not material and such defects or discrepancies are insignificant with respect to the value or conforming use of the Product.
- B. Mounting Systems is not liable for any delays or failure to provide the warranty performance listed in § 1, if that delay or failure is caused by force majeure (i.e., war, war-like conditions, terrorism, vandalism, earthquake, civil unrest, strikes, epidemics, fire, flooding, lightning strike, hail or other similar circumstances which are beyond Mounting Systems' control).
- C. THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IF THE CUSTOMER IS A BUSINESS OR ENTITY, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IF THE CUSTOMER IS A CONSUMER WHO PURCHASES THE PRODUCT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD IDENTIFIED IN § 2, ABOVE. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.
- D. The total scope of liability under this Limited Warranty is limited to the purchase price paid by the Customer for the individual Product.
- E. The foregoing provisions state Mounting Systems' entire liability, and the Customer's exclusive remedy, for any breach of warranty, express or implied. IN NO EVENT WILL MOUNTING SYSTEMS BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR OUT OF THE INSTALLATION OR USE OF ANY PRODUCT, OR ANY BREACH OF WARRANTY; WITHOUT LIMITING THE FOREGOING, MOUNTING SYSTEMS SHALL NOT BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFIT, LOST REVENUE, HARM TO REPUTATION, LOSS OF DATA, ADVERTISING OR MANUFACTURING COSTS, OVERHEAD COSTS, LOST CUSTOMERS, OPERATIONAL DISRUPTIONS OR DOWN-TIME RESULTING FROM THE INSTALLATION OR USE OF ANY PRODUCT OR ANY BREACH OF WARRANTY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- F. This Limited Warranty shall be governed by the internal laws of the state of California, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Limited Warranty. Any and all disputes arising out of or relating to this Limited Warranty, any breach of warranty, the Product, or the installation or use of the Product shall be resolved through binding arbitration conducted in Sacramento, California, U.S.A.