



## Warranty Conditions

Orion Solar Racking warrants that its Solar Panel Mounting System (Frame) is free from defects in materials and workmanship for a period of 15 years from the date on which the Frame is purchased from Orion Solar Racking (Warranty Period), on the terms set out in this warranty.

In the event that the Frame does not conform to this warranty during the Warranty Period, Orion Solar Racking will, at its option, either repair or replace the Frame or pay the cost of having the Frame repaired or replaced. To the extent permitted by law, Orion Solar Racking's total liability under this warranty will in no circumstances exceed the repair or replacement of the Frame or payment of the cost of having the Frame repaired or replaced. In the event of replacement of the Frame, any remaining part of the Warranty Period will be transferred to the replacement Frame.

This warranty will not apply to any defect or damage to the Frame arising directly or indirectly from:

- A. shipment or storage of the Frame;
- B. improper installation, maintenance, repair or use of the Frame;
- C. normal wear and tear;
- D. misuse, neglect, abuse, accidental damage or modification to the Frame;
- E. failure to observe the instructions set out in the System Manual; or
- F. power failure, power surges, lightning, fire, explosion, flood, extreme weather conditions, environmental disasters or other causes outside Orion Solar Racking's control, as determined by Orion Solar Racking in its sole discretion.

This warranty does not cover, and under no circumstances will Orion Solar Racking be liable for, any costs associated with the removal, shipping, handling or re-installation of the Frame or the costs of sending personnel to any site to repair or replace the Frame.

This warranty is only provided to the original purchaser of the Frame from Orion Solar Racking (Purchaser) or, where the Purchaser is an installer or builder who on-supplies the Frame to another party, to that other party (End-User). This warranty is not transferable.

Where an End-User wants make a claim under this warranty, the End-User must in the first instance contact the installer or builder from whom the Frame was purchased.

All warranty claims must be:

- made in writing and addressed to the Customer Service Officer, **Orion Solar Racking, 2917 Vail Ave., Commerce, CA 90040**; and
- accompanied by proof of purchase of the Frame in a form acceptable to Orion Solar Racking.

This warranty will not apply to any claims received by Orion Solar Racking after the expiration of the Warranty Period.

Orion Solar Racking makes no warranties, express or implied, other than the warranties made herein, and specifically disclaims all other warranties, representations and conditions to the extent permitted by law. To the extent permitted by law, in no circumstances will Orion Solar Racking be liable for direct, indirect, special or consequential damages arising from a defective Frame or for any damage or injury to persons or property. Orion Solar Racking's aggregate liability, if any, in damages or otherwise, will not exceed the invoice value of the Frame at the time of purchase from Orion Solar Racking.

Any provision contained in this warranty which is prohibited or unenforceable in any jurisdiction will be deemed to be ineffective to the extent of such prohibition or unenforceability and will not invalidate the remaining provisions nor affect the validity or enforceability of that provision in any other jurisdiction.

This warranty will be governed and construed in accordance with the laws of the State of California and the parties irrevocably submit to the exclusive jurisdiction of the State of California.

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