

Quick Mount PV[®]

RESPECT THE ROOF[®]

10 year limited Product Warranty

Warranty. Quick Mount PV, warrants (the "Warranty") to the Owner (as defined below) of each product that it manufactures ("Product") at the original installation site that the Product shall be free from defects in material and workmanship for a period of ten (10) years, except for the anodized finish, which finish shall be free from visible peeling, or cracking or chalking under normal atmospheric conditions for a period of five (5) years, from the earlier of 1) the date the installation of the Product is completed, or 2) 30 days after the purchase of the Product by the original Owner ("Finish Warranty"). The Finish Warranty does not apply to any foreign residue deposited on the finish. All installations in corrosive atmospheric conditions (including without limitation, chemical fumes, salt water and wind-blown sand) are excluded. The Finish Warranty is VOID if the practices specified by AAMA 609 & 610-02 – "Cleaning and Maintenance for Architecturally Finished Aluminum" (www.aamanet.org) are not followed by Owner. This Warranty does not cover damage to the Product that occurs during its shipment, storage, or installation. This Warranty shall be VOID if installation of the Product is not performed in accordance with Quick Mount PV's written installation instructions, or if the Product has been modified, repaired, or reworked in a manner not previously authorized by Quick Mount PV IN WRITING, or if the Product is installed in an environment for which it was not designed. If within the specified Warranty period and the Product shall be reasonably proven to be defective, then Quick Mount PV shall repair or replace the defective Product, or any part thereof, in Quick Mount PV's sole discretion. Such repair or replacement shall completely satisfy and discharge all of Quick Mount PV's liability with respect to this limited Warranty and shall be the Owner's sole and exclusive remedy. Any repair or replacement of the Product under this Warranty shall be warranted as provided herein only for the remaining term of this Warranty as provided for the original Product. Manufacturers of related items, such as PV modules and racking, may provide written warranties of their own. Quick Mount PV's limited Warranty covers only its Product, and not any related items. "Owner" means the original purchaser of the Product and, so long as the Product is not moved from its original installation, any subsequent purchasers of the Product.

Exclusion of Warranties. EXCEPT FOR THE WARRANTY STATED ABOVE, QUICK MOUNT PV MAKES NO WARRANTIES AS TO THE PRODUCT, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL QUICK MOUNT PV BE LIABLE TO OWNER OR ANY OTHER PARTY FOR ANY REPROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE PRODUCT, EVEN IF QUICK MOUNT PV HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE; PROVIDED, HOWEVER, THAT QUICK MOUNT PV SHALL BE LIABLE FOR DAMAGE TO PERSONAL PROPERTY ARISING FROM ANY PRODUCT CONDITION THAT CONSTITUTES A BREACH OF THE WARRANTY.

Indemnification. Owner shall defend, indemnify and hold harmless Quick Mount PV and its Related Persons (as defined below)(each, an "Indemnified Party"), with counsel reasonably acceptable to the Indemnified Party, from and against any and all Claims (as defined below) which may be suffered or incurred by the Indemnified Party or imposed or asserted against the Indemnified Party: (a) resulting from any cause on or about the premises where any Product is installed; (b) resulting from the use of the Product; (c) arising out of any actual or threatened damage to property, or injuries to or death of persons for any reason, including but not limited to, product performance or malfunction, negligence, or improper installation. "Claims" shall mean any and all claims, actions, demands, proceedings, losses, damages, liabilities, losses, costs and expenses, including attorneys', investigators' and consulting fees, court costs and litigation expenses; "Related Person" shall mean any member, partner, principal, officer, director, shareholder, employee, agent, contractor, consultant, representative, affiliate, assign, successor-in-interest of a specified Party, or any other person that has obtained or hereafter obtains rights or interests from such party. Notwithstanding the foregoing, Quick Mount shall not be indemnified against any expense, obligation or liability incurred by Quick Mount due to any judgment against Quick Mount or settlement arising from a claim of breach of the Warranty.

This Warranty constitutes the entire integrated agreement between Quick Mount PV and Owner concerning the Product warranties and supersedes all prior agreements and discussions and the terms or any purchaser orders, order acknowledgements or similar documents. No agreement or understanding in any way purporting to modify this Warranty, oral or written, shall be binding on Quick Mount PV unless made in writing and signed by its authorized representative.

This Warranty and the parties' rights herein are exclusively governed by and construed in accordance with the laws of the State of California, United States of America, without regard to the laws of any other state or country. The State and federal courts located in Contra Costa County, California shall be the exclusive venue for any legal action relating to this Warranty and Owner hereby agrees to the jurisdiction of such courts.

All claims made under this warranty must be submitted to Quick Mount PV in writing to the address below within 30 days after Owner's discovery the subject defect or problem or the warranty claim will be barred.

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