



ADVANCED PLATFORM (ALUMINUM PRODUCTS) LIMITED TRANSFERRABLE WARRANTY

WARRANTY: IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THIS WARRANTY FOR ADVANCED RACKING LLC (“ADVANCED”) ADVANCED PLATFORM (ALUMINUM PRODUCTS) MOUNTING SYSTEMS (THE “SYSTEM”) IS OFFERED TO THE ORIGINAL PURCHASER OF THE SYSTEM (THE “PURCHASER”), SUBJECT TO THE TERMS, CONDITIONS, AND LIMITATIONS HEREIN, ADVANCED HEREBY WARRANTS FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF PURCHASE, THAT THE SYSTEM WILL BE FREE FROM MANUFACTURING DEFECTS IN WORKMANSHIP AND MATERIALS SUCH THAT:

- THE OVERALL INTEGRITY OF THE SYSTEM IS NOT MATERIALLY IMPACTED; AND
- THE APPEARANCE OF THE SURFACES OF THE SYSTEMS WILL NOT MATERIALLY DETERIORATE BEYOND NORMAL WEATHERING AND AGING, (INCLUDING MINOR OXIDATION) OVER THE PERIOD OF THIS WARRANTY.

LIMITATION OF LIABILITY: IN THE EVENT THE SYSTEM FAILS TO MEET THE ABOVE WARRANTY, ADVANCED SHALL MAKE REPAIRS TO THE SYSTEM, OR REPLACE THE SYSTEM, AS DEEMED NECESSARY IN THE SOLE OPINION OF ADVANCED. ANY REPAIR OR REPLACEMENT BY ADVANCED SHALL NOT EXTEND THE TERM OF THIS WARRANTY. THIS IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY, AND IN NO EVENT SHALL ADVANCED HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND WHATSOEVER.

REGISTRATION AND TRANSFER: the PURCHASER shall register this warranty with ADVANCED and advise ADVANCED of the installation date and who installed the SYSTEM. Upon providing written notice to ADVANCED of the sale of the SYSTEM and that the identity of the new owner, this Warranty shall automatically transfer to the new owner, provided all other terms of this Warranty are valid and in place at the date of the transfer of this Warranty.

NO OTHER WARRANTIES: THIS WARRANTY IS THE ONLY WARRANTY GIVEN, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ADVANCED SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE SYSTEM.

CLAIMS PROCEDURE: if you experience a problem with the SYSTEM that you believe is covered by this Warranty, then you shall contact ADVANCED via email (info@advancedracking.com) and provide ADVANCED with your name, address, telephone number, date of purchase of the SYSTEM and a detailed description of the defect or problem, as well as any other information or material you believe relevant to your claim. You may be required to provide additional information or materials at the request of ADVANCED including photographs. As a condition of coverage under this Warranty, you must notify ADVANCED of any problem or defect within thirty (30) day after discovery.

OTHER TERMS, CONDITIONS, DISCLOSURES AND LIMITATIONS: The performances of the SYSTEM is largely dependent on the manner in which it is installed and maintained. Accordingly, **THIS WARRANTY SHALL NOT APPLY IN THE FOLLOWING CIRCUMSTANCES:**

- Damage caused by improper installation, or the installer’s failure to follow ADVANCED’s instructions or reasonable professional installation procedures;
- Failure to maintain the SYSTEMS in accordance with the Maintenance Guidelines for the mounting system for PV panels, provided with the SYSTEM;

- Damage resulting from modifications, alterations, improper handling or changes in design or function of the SYSTEM after delivery from ADVANCED, or use or installation of the SYSTEM other than in accordance with the layout drawings provided by ADVANCED;
- For components, such connection hardware, supplied by a third parties, the installer must ensure installation accordance with the manufacturer's guidelines. The manufacturer's warranty will apply to third party components. **ADVANCED DOES NOT WARRANT AND IS NOT LIABLE FOR ANY THIRD PARTY COMPONENTS.**
- The installation or relocation of the SYSTEM to a rooftop of location other than the rooftop or location for which the SYSTEM was designed by ADVANCED; and
- Damage or change in appearance caused by micro climate-specific conditions (such as exhaust fumes), the application of cleaning fluids, coatings or chemicals not specifically approved and authorized by ADVANCED, or the failure or movement of the rooftop on which the SYSTEM is installed.

If any covenant or provision herein is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision, and all paragraphs and sub-paragraphs are agreed to be separate and distinct covenants.