



Solar Clam-P

MANUFACTURERS LIMITED LIFETIME PRODUCT WARRANTY

WARRANTY

Solar Clam-P LLC, ("Solar Clam-P") warrants to the buyer ("Buyer") at the original installation site ("Site") that any of the Solar Clam-P components designed and manufactured by Solar Clam-P and installed at the Site ("Product") shall be free from defects in material and workmanship which substantially impair their ability to perform their intended function, as referenced in the Solar Clam-P Product Information, for (25) years, from the date of purchase. This warranty does not cover any finish to the product from substantial manufacturing-related visible peeling or cracking or chalking under normal atmospheric conditions related to the anodized coating.

The J-Box Mounting Plate will be warranted for a period of (5) years.

WARRANTY TRANSFERENCE

Buyer may transfer this Warranty to subsequent Site owners, or if original Buyer is a contractor, to the Site owner, so long as the transferee agrees to the terms of this Limited Warranty as if it were the Buyer. Proof of purchase is required for any warranty claim.

WARRANTY LIMITATIONS

This Limited Warranty covers only the Product, and not PV modules, electrical components and or wiring used in conjunction with the Product or any other materials not provided by Solar Clam-P. Goods which may be sold by Solar Clam-P, but which are not designed or manufactured by Solar Clam-P are not warranted by Solar Clam-P, are sold only with the warranties, if any, of the original manufacturers thereof. This Limited Warranty does not cover damage to the Product that occurs during its shipment, storage, installation or use, or from force majeure acts including fire, flood, earthquake, storm, hurricane or other natural disaster, war, terrorist activities, acts of foreign enemies and criminal acts. This Limited Warranty does not cover damages or problems caused by the connection to or use of alternative materials not purchased from Solar Clam-P Price List. This Limited Warranty shall be void if A) installation of the Product is not performed in accordance with the Solar Clam-P Product Information, B) if the Product has been modified, repaired, or reworked in a manner not previously authorized by Solar Clam-P in writing, or C) the Product is installed in an environment for which it was not designed, each as determined by Solar Clam-P in its sole discretion.

WARRANTY CLAIMS

If, within the Warranty Period, the Product shall be proven at Solar Clam-P's sole discretion to be nonconforming, then Solar Clam-P shall repair or provide a replacement for the nonconforming Product, or any nonconforming part thereof, at Solar Clam-P's option. Any such repair or replacement does not cause the beginning of new warranty terms, nor shall the Warranty Period of this Limited Warranty be extended. Solar Clam-P aggregate liability for all warranty claims shall not exceed the original Purchase Price of the nonconforming Product. Buyer shall bear all costs of shipment or transportation related to the repair or replacement of the nonconforming product. Such repair or replacement shall be Buyer's sole remedy and shall fulfill all of Solar Clam-P's obligations with respect to the Product and all warranty claims.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSED ABOVE, SOLAR CLAM-P MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

SOLAR CLAM-P SHALL NOT BE LIABLE FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF ANY DEFECT OR NONCONFORMITY IN THE PRODUCT COVERED BY WARRANTY, EVEN IF CAUSED BY THE NEGLIGENCE OF SOLAR CLAM-P. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED.

EFFECTIVE DATE: March 7, 2014