

OPSUN SYSTEMS - MOUNTING SYSTEMS**WARRANTY**

Valid as of November 2018

10 years limited warranty on workmanship and material

1. Opsun Systems inc. (hereinafter "Opsun Systems") warrants to the original purchaser (hereinafter the "Purchaser"), and subsequent transferee, subject to limitations as per the hereinafter "Transfer of Warranty" section, that the product(s) it manufactures (hereinafter the "Product") shall be free from defects in material and workmanship for a period of ten (10) years (hereinafter the "Warranty Period"), except for the anodized finish, or painting finish as per the following sections.
2. The Warranty is limited to the Product installed according to Opsun System's specifications and instructions. Any installation done in contradiction to any instruction or recommendation from Opsun Systems shall void the present Warranty.

Transfer of Warranty

3. Original Purchaser may transfer this Warranty to a subsequent owner of the Product (hereinafter the "Transferee"). In this Warranty, the term "Purchaser" refers to the original Purchaser, as well as any subsequent Transferee, where such transfer has been done according to the terms of the present Warranty. Such transfer must occur in relation with a contract between original Purchaser and the Transferee. Property of the Product has to be transferred to Transferee in order for the present Warranty to be transferable. Transfer of the present Warranty must be expressly established in such contractual obligation between original Purchaser and Transferee. Proof of purchase and proof of such contractual transfer of the present Warranty is required for any Purchaser or Transferee claiming any Warranty.
4. Purchaser and any subsequent Transferee shall be bound by the terms of the present Warranty, including its exclusions. Refusal by any Transferee to accept and comply with any part of, or in whole, the present Warranty shall void this Warranty entirely.

Limited warranty on anodized finish

5. Opsun Systems warrants that the anodized 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 the following dates:
 - 5.1. the date the installation of the Product is completed; or
 - 5.2. 30 days after the purchase of the Product by the original Purchaser(Altogether hereinafter the "Anodizing Warranty").

6. The Anodizing Warranty does not apply to any foreign residue deposited on the Anodizing. All installations in corrosive atmospheric conditions are excluded. The Anodizing Warranty shall be void if the practices specified by AAMA 609 & 610-02 – “Cleaning and Maintenance for Architecturally Finished Aluminum” (www.aamanet.org) are not followed by Purchaser. The Anodizing Warranty does not cover damages to the Product that could occur during any form of transportation, storage, or installation.

Limited warranty on all types of paint or finish other than anodizing

7. Opsun Systems does not warrant any type of painting or finish, namely, but not limited to, powder coating or spray painting, applied on any of its Products. Any such painting or finish other than the above anodizing must be warranted and guaranteed by the third party providing the paint or finish and/or applying such paint or finish, even in the situation where Opsun manages through sub-contracting such painting or finishing.
8. Opsun Systems further expressly excludes any damages to the paint or finish on Product that could occur during any form of transportation, storage, or installation.

Limitation regarding installation

9. The present Warranty shall be void if the installation of the Product is not performed in accordance with Opsun Systems’ written installation instructions, or if the Product has been modified, repaired, or reworked in a manner not previously authorized in writing by Opsun Systems, or if the Product is installed in an environment for which it was not expressly designed.

Limitation of responsibility and liability

10. Within the Warranty Period specified above, if the Product should be reasonably proven to be defective, Opsun Systems will repair or replace the defective Product, or any part thereof, at Opsun System’s sole discretion, with reasonable diligence. Opsun Systems’ responsibility or liability is expressly limited, at the exclusion of any other responsibility or liability, to such repair or replacement of defective Product.
11. More precisely, it is expressly acknowledged by the Purchaser that such repair or replacement shall completely satisfy the Purchaser and discharge Opsun Systems’ of any other responsibility or liability of any type, such as, and not limited to, any indirect, consequential, contingent or incidental damages arising out of, or in relation with, the use of the Product by Purchaser under any circumstances. Opsun System shall bear no responsibility or liability in relation with any loss of use, revenue or profit or any other economic loss, or any other types of loss, arising from the defective Product, before or after its repair or replacement.
12. Under no circumstances shall Opsun Systems be liable for any special, indirect, punitive, liquidated, incidental or consequential damages arising out of, or in relation with, the use by Purchaser of the Product. Any claim by the Purchaser for damages, or any claim by the Purchaser’s customers, or any other third party, for any bodily injury, personal injury or damages to property arising out of the use of the Product, in any circumstances, are expressly excluded from the present Warranty.

13. Manufacturers of related items, such as, and not limited to, PV modules, inverters, electrical wires and flashings, may provide written warranties of their own. Opsun Systems' limited Warranty covers only its Product, and not any such related items, and does not cover any damages arising from or in relation with the use of the Product in conjunction with such related items.

14. EXCEPT FOR THE LIMITED WARRANTY EXPRESSED ABOVE, OPSUN SYSTEMS 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.