

# U.S. Solar Mounts Corp Aerator Systems Limited Warranty

U.S. Solar Mounts Corp ("USSM") warrants the Aerator Systems (products) that it manufactures to be free from defects in the materials and workmanship under normal application, use, and service conditions for a period of five (5) years for non-wearable parts and two (2) years on compressors from the date of the original purchase. If a product fails or becomes inoperable due to manufacturing defects during the five-year period of this warranty, USSM will, at its sole discretion, repair or replace the defective component(s), as, and to the extent, covered under this warranty. Equipment, components or materials supplied by third parties, sub-contractors, owners or any person, group, entity or organization other than USSM are not covered under this warranty. This limited warranty, shall not be transferable from the original purchaser/end user. Warranty Registration MUST BE completed in order for this warranty to take effect.

## Warranty Exclusions

If, in USSM's sole judgment, a product has been subject to misuse, neglect, accident or has been damaged through abuse, alteration, failure to follow USSM's or the manufacturers' operation & maintenance instructions or repaired by anyone other than USSM and its authorized dealers/installers, this warranty will not be applicable. This warranty does not cover finishes applied by third-party vendors such as galvanizing, anodizing, liquid or powdered paint. Should a failure occur, USSM reserves, but may waive, the right to examine the aerator system in its entirety prior to any repairs, removal or modification of the system. Should USSM not waive this right and be denied the opportunity to examine the product as-is and in-place, for any reason whatsoever, this warranty shall become null & void. This warranty will not cover damage due to acts of God, power failures, lightning, fire, flood, severe weather or conditions that exceed the product's design limitations, hailstorms, insect and pest infestation, and other events reasonably beyond USSM's control. USSM reserves the right to use refurbished or repaired products or components as repair or replacement parts for any warranty claim. Warranty coverage does not include costs associated with de-installation or re-installation of any product being replaced or repaired under this Limited Warranty or any transportation costs for return of components or for reshipment of any repaired or replaced products, parts or components.

## Limitations of Warranty, Rights and Liability

USSM makes no warranties whatsoever regarding materials or components not manufactured by USSM. However, USSM does, for materials and/or components purchased through USSM, hereby assign and pass through to the system owner all manufacturers' warranties for the materials and/or components, to the greatest extent such warranties are assignable. If, during the USSM warranty period, a component fails, USSM will work with the manufacturer to obtain a replacement part(s). USSM will charge for labor and any other associated costs to make any repairs that are not due to a USSM manufacturing defect. Damage to persons or property or other loss or injury resulting from defects in the product or use thereof, shall not be the responsibility of USSM. USSM will not, under any circumstances, be liable for any indirect, special, incidental or consequential damages of any nature, whether based on contract, tort or other legal theory including, without limitation, business interruption costs, removal and/or reinstallation costs, re-procurement costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead charges, injury to business reputation or loss of customers, even if USSM has been advised of the possibility of such damages. In all cases, USSM's total liability will be limited to the repair or replacement of products manufactured by USSM. Any product returned to USSM for replacement shall become the property of USSM. **USSM MAKES NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS OF ITS PRODUCTS FOR A PARTICULAR USE OR PURPOSE. THIS WARRANTY CONSTITUTES THE SOLE REMEDY AND WARRANTY MADE BY U.S. SOLAR MOUNTS EITHER EXPRESSED OR IMPLIED.**

## Warranty Claim Procedure

Claims under this warranty will be considered if submitted by registered or certified mail to U.S. Solar Mounts Corp. 3498 Acorn Ave. Sparta, WI 54656 within 15 days following the discovery of any defect covered by this warranty, with specific details in writing, and provided USSM or its agents are permitted a commercially reasonable opportunity to examine and analyze the workmanship claimed to be defective. An authorized representative of USSM must approve any claim in writing. **THIS WARRANTY, WHICH IS LIMITED AS INDICATED ABOVE, PROVIDES SPECIFIC LEGAL RIGHTS.**