



ORION SOLAR CARPORT COMPONENTS LIMITED WARRANTY

Limited Warranty: Subject to the limitations stated herein, Orion Carport Systems & Construction Inc. warrants to the purchaser (“Buyer”) that Orion Carport Systems & Construction Inc. components (the “Products”), are free from defects in materials and workmanship that materially impair their ability to perform the function for which designed (the “Limited Warranty”), for a period of fifteen years from the date of first purchase. Except as expressly set forth herein, Orion disclaims any other warranties, expressed or implied, including but not limited to any warranty of fitness for any other purpose than what it was designed for.

Limitations: The Limited Warranty stated above is subject to the following limitations:

1. The Products must be properly installed at the original installation site (“Site”) and must be maintained in accordance with the Solar Operations and Maintenance Manual provided to Buyer. Otherwise, the Limited Warranty is void.
2. The Limited Warranty does not apply to the exterior finish of the Products. Products with a factory-supplied iodized finish, however, are warranted to be free from substantial manufacturing-related visible peeling, cracking, or chalking under normal atmospheric conditions for five (5) years from the date of first purchase. This limited finish warranty does not apply to foreign residue deposited on the finish.
3. The Limited Warranty covers only the Products. It does not apply to PV modules, electrical components and/or wiring used in conjunction with the Products or any materials not provided by Orion. Goods sold by Orion, but not designed or manufactured by Orion, are not covered by this Limited Warranty, and are sold only with the warranties, if any, of the original manufacturers thereof.
4. The Limited Warranty does not cover damage to any Products that occurs during shipment, storage, or installation (unless installed by Orion), and does not cover damage to the Products caused by force majeure acts, including fire, flood, earthquake, storm, hurricane, or other natural disaster, war, terrorist activities, acts of foreign enemies, and criminal acts.
5. This Limited Warranty does not cover Products that have been altered, modified or repaired without written authorization from Orion, or Products used in a manner or for a purpose other than that specified by Orion.
6. Transportation and incidental costs associated with this Limited Warranty are not reimbursable.

Obligations: If within the specified warranty period the Products shall be reasonably proven to be defective, then, at Orion sole discretion, Orion shall repair or replace the defective products or defective parts thereof. Such repair or replacement shall completely satisfy and discharge all Orion’s liability with respect to this Limited Warranty.

ORION’S OBLIGATIONS UNDER THIS LIMITED WARRANTY ARE STRICTLY LIMITED TO THOSE OBLIGATIONS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY. ORION NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME ON ITS BEHALF ANY OTHER OBLIGATION THAT IS NOT SET FORTH IN THIS LIMITED WARRANTY. BUYER AGREES THAT ORION IS ONLY WILLING TO ENTER INTO THE AGREEMENT TO SELL THE PRODUCTS ON CERTAIN TERMS AND CONDITIONS, ONE OF WHICH IS THAT ORION SHALL HAVE NO LIABILITY TO BUYER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR MISUSE OF THE PRODUCTS. IN NO EVENT SHALL ORION BE RESPONSIBLE OR LIABLE TO BUYER FOR ANY AMOUNT UNDER THIS LIMITED WARRANTY IN EXCESS OF THE AMOUNT PAID BY BUYER TO ORION FOR THE PRODUCTS.