


**SCHLETTER NA Inc.** (“Schletter”) hereby warrants that the component parts (“Components”) it produces for inclusion in solar mounting systems are made using new materials, are free of substantial defects in material and workmanship, are free of liens and encumbrances, are in conformity with all pertinent specifications in all material respects, and do not infringe any patent, trademark, copyright or other intellectual property rights of any third party.

The Warranty is a Limited Warranty and is subject to and limited by the terms and conditions set forth herein. The Warranty period begins on the delivery date of the Components for original installment as part of a solar electrical power generation system and ends twenty-five (25) years thereafter. Components not originally installed as part of a solar electrical power generation system are NOT covered under the Warranty. Schletter’s obligation under the Warranty is to, in its sole discretion and at its expense, repair or replace any Component that fails to comply with the Warranty. The Warranty is enforceable by the person(s) who owned the property on which the Components were originally installed at the time of such installation and its or their successor(s) as owner(s) of such property.

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This Limited Warranty does not cover electrical components and/or wiring used in connection with the Components or any other parts or materials not designed or manufactured by Schletter.

The Warranty does not include or cover loss, defects in, failures of, or damage to any Component caused by or resulting from (a) improper installation, improper testing, or handling of, any Components; (b) normal wear, mistreatment, misuse, neglect, negligence, accident, abusive use or abuse of, or damage to or; (c) reconstruction, repair, or alteration of any Component by persons other than Schletter or its authorized Representative; (c) failure to provide Schletter with timely notice of a Warranty claim; (d) damage to Components caused by or resulting from extraordinary stress or operational demands, such as, for example but not in limitation, damage caused by storm, soil movement or instability, or chemical, mineral or biological action; (e) an event or occurrence which could have been covered by insurance against storms or other natural events or by another type of insurance; (f) corrosive, aggressive, damaging or other abnormal atmospheric conditions, such as are found in areas subject to salt water marine and/or industrial atmospheres, fallout of corrosive chemicals, ash, fumes, animal waste and other damaging materials or condensates; (g) an event or occurrence which could have been covered by insurance against storms or other natural events or by another type of insurance; or (h) a *force majeure*, such as, without limitation, an Act of God (such as fire, flood, earthquake, storm, hurricane, tornado or other natural disaster), war, invasion, or acts of enemies, foreign powers, hostilities (whether or not war is declared), civil unrest, rebellion, revolution, insurrection, military or usurped power, intentional damage or other destructive acts by any person or party whatsoever.



Schletter's only obligation under the Warranty is, in its sole discretion, to repair or replace any defective Components, and Schletter shall never be obligated for any other monetary damages or losses or be subject to other types of legal remedies. Transportation, installation, labor, or any other costs associated with Component replacement are not covered by this Warranty. This Warranty is conditioned on the person making any claim under the Warranty shall prove (a) the Components were being inspected (i) periodically in accordance with good industry practices and (ii) immediately after any earthquake or other seismic event which might have resulted in damage to the Components; (b) proper performance of all necessary or appropriate maintenance of and repairs to the Components in accordance with good industry practices and in accordance with Schletter's recommendations and (c) it is the owner of such power generating system and that the Component as to which the Warranty claim is made was produced by Schletter. Proof of purchase may be required as a condition of Schletter's performance of Warranty obligations.

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Any such repair or replacement does not result in the beginning of new warranty terms, nor shall the warranty period of this Limited Warranty be extended. Schletter's Liability shall in no case exceed the purchase price paid for the Components. Refurbished Components may be used to repair or replace the defective Components.

Disputes as to this Warranty shall be governed by, and construed in accordance with, the laws of North Carolina, USA, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and international private laws which would result in the application of any other law than North Carolina, USA law. Exclusive venue of jurisdiction for any dispute, controversy or claim arising from or in connection with this Warranty Agreement and its execution shall be the competent courts in North Carolina, USA.

**THIS IS THE ONLY WARRANTY OF OR AS TO COMPONENTS PRODUCED BY SCHLETTER. THERE ARE NO OTHER WARRANTIES, GUARANTIES OR ASSURANCES OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AS TO PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR OTHERWISE, AND ALL OF SUCH ARE HEREBY DISCLAIMED. APPLICABLE PROVISIONS OF SCHLETTER'S GENERAL TERMS AND CONDITIONS OF SALE IN EFFECT FROM TIME TO TIME DURING THE WARRANTY PERIOD SHALL APPLY TO THE WARRANTY.**