

12-Year Limited Warranty

Effective Date: Jan. 1st, 2025

This Limited Warranty is provided by Xiamen Megawa Solar Technology Co., Ltd. ("Megawa Solar") and applies to the solar mounting system components ("Products") listed on the original proof of purchase.

Preamble & Definitions:

- **"Megawa Solar"**: Refers to Xiamen Megawa Solar Technology Co., Ltd., the warrantor.
- **"Products"**: Refers to the solar mounting system components manufactured by Megawa Solar, including but not limited to rails, clamps, brackets, fasteners, and other structural hardware.
- **"Purchaser"**: Refers to the party who originally purchased the Products from Megawa Solar or an authorized distributor, and any subsequent owner of the property where the Products are first installed.
- **"Installation Site"**: Refers to the original physical location where the Products are first installed.
- **"Warranty Period"**: Refers to the period of time for which this Limited Warranty is valid, as defined in Article 2.

Article 1: Grant of Limited Warranty

Megawa Solar provides this Limited Warranty to the Purchaser. The terms and conditions of this Limited Warranty are limited to those expressly stated herein.

Article 2: Warranty Period

This Limited Warranty shall commence on the date of the original purchase of the Products by the Purchaser, as evidenced by a valid proof of purchase. The Warranty Period shall be as follows:

- **Twelve (12) Years** for the primary structural components of the Products, including aluminum rails, steel components, and mounting feet/brackets.
- **Five (5) Years** for all accessory components, including fasteners (nuts, bolts, screws), clamps (mid-clamps, end-clamps), and the cosmetic finish of all Products.

This Limited Warranty shall automatically terminate if the Products are removed from the original Installation Site.

Article 3: Scope of Coverage & Exclusive Remedies

Megawa Solar warrants that during the applicable Warranty Period, the Products will be free from defects in materials and workmanship that materially impair the use of the Product for its designed purpose when installed and used under normal conditions.

If, during the applicable Warranty Period, any Product is proven to be defective to Megawa Solar's reasonable satisfaction, Megawa Solar shall, in its sole and absolute discretion, perform one of the following remedies:

- (a) Repair the defective Product; or
- (b) Replace the defective Product or part thereof with a new or refurbished product of comparable function; or
- (c) Refund the original purchase price paid by the Purchaser for the defective Product.

The remedies set forth above shall be the Purchaser's sole and exclusive remedy and Megawa Solar's entire liability for any breach of this Limited Warranty. Any Product that has been repaired or replaced under this Limited Warranty will be covered for the remainder of the original Warranty Period.

ADDENDUM FOR SALES TO CONSUMERS IN THE EUROPEAN UNION: For Products sold to consumers within the European Union, this commercial guarantee does not affect the Purchaser's statutory rights under Directive (EU) 2019/771, including the right to a minimum two-year legal guarantee from the seller. In the event of a lack of conformity, the Purchaser is entitled to the remedies provided by law, primarily the choice between repair or replacement of the Product.

Article 4: Exclusions from Coverage

This Limited Warranty does not cover, and Megawa Solar shall have no liability or obligation with respect to, any defect or damage resulting from or related to any of the following:

- (a) Improper installation, including but not limited to, installation that does not strictly adhere to Megawa Solar's most current written installation manual, and/or failure to comply with all applicable local, state, and federal building codes and regulations.
- (b) Alteration, modification, repair, or service of the Products by anyone other than a party authorized in writing by Megawa Solar.
- (c) Use of the Products with non-Megawa Solar components or parts that have not been approved in writing by Megawa Solar.
- (d) System design or installation that results in loads exceeding the specified design limits of the Products.
- (e) Normal wear and tear, or cosmetic defects, including but not limited to, discoloration, staining, chalking, or surface corrosion that does not affect the structural integrity of the Product.
- (f) Damage caused by extreme weather events or acts of God, including but not limited to, hurricanes, tornadoes, floods, earthquakes, lightning strikes, or exceptionally heavy snow or wind loads beyond the product's design specifications.
- (g) Installation in a corrosive atmospheric environment, including but not limited to, exposure to salt spray, acid rain, or other harmful chemicals, unless the Product has been expressly certified by Megawa Solar for such conditions.
- (h) Accident, negligence, misuse, abuse, vandalism, or any other external forces beyond the reasonable control of Megawa Solar.
- (i) Damage that occurs during shipment or storage of the Products.

Article 5: Limitation of Liability & Disclaimer of Warranties

THE REMEDIES PROVIDED IN ARTICLE 3 ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE PURCHASER. IN NO EVENT SHALL MEGAWA SOLAR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, COSTS OF REMOVAL OR REINSTALLATION OF THE PRODUCTS (LABOR COSTS), LOSS OF USE, LOSS OF PROFITS, OR LOSS OF ENERGY PRODUCTION, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF MEGAWA SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEGAWA SOLAR'S MAXIMUM AGGREGATE LIABILITY UNDER THIS LIMITED WARRANTY SHALL IN NO CASE EXCEED THE ORIGINAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED HEREIN, MEGAWA SOLAR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY.

Article 6: Warranty Claim Procedure

To make a claim under this Limited Warranty, the Purchaser must take the following steps during the applicable Warranty Period:

1. Promptly notify Megawa Solar in writing within thirty (30) days of the discovery of the alleged defect. Notice shall be sent to the address provided on the Megawa Solar website or to an authorized distributor.
2. The written notification must include: (i) the Purchaser's name and contact information, (ii) a copy of the dated proof of purchase for the Product, (iii) the address of the Installation Site, (iv) a detailed description of the alleged defect, and (v) clear photographic or video evidence of the alleged defect.
3. Upon request by Megawa Solar, the Purchaser shall provide access to the Installation Site for inspection by Megawa Solar or its authorized representatives.
4. Megawa Solar reserves the right to require the return of the allegedly defective Product for testing and analysis, with shipping costs to be prepaid by the Purchaser.

Failure to comply with this procedure may result in the denial of the warranty claim. Megawa Solar will make the final determination as to the existence of a defect covered by this Limited Warranty.

Article 7: General Provisions

- **Transferability:** This Limited Warranty is transferable from the original Purchaser to subsequent owners of the Installation Site, provided that the Products remain installed at the original Installation Site.
- **Governing Law:** This Limited Warranty shall be governed by and construed in accordance with the laws of the People's Republic of China, without regard to its conflict of law principles.

- **Dispute Resolution:** Any dispute, controversy, or claim arising out of or relating to this Limited Warranty shall be submitted to and finally resolved by arbitration administered by the China International Economic and Trade Arbitration Commission (CIETAC) in accordance with its arbitration rules in effect at the time of applying for arbitration. The seat of arbitration shall be Xiamen, China. The language of the arbitration shall be English. The arbitral award shall be final and binding on both parties.
- **Severability:** If any provision of this Limited Warranty is found by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed, and the remainder of this Limited Warranty shall continue in full force and effect.
- **Entire Agreement:** This document contains the entire warranty provided by Megawa Solar for the Products and supersedes any and all prior agreements, understandings, or representations, whether oral or written. No employee, distributor, or agent of Megawa Solar is authorized to make any modification or extension to this Limited Warranty.

Xiamen Megawa Solar Technology Co., Ltd

